



Human Resources Line of Business

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International Business Machines Corporation (IBM)
6710 Rockledge Drive
Bethesda, MD 20817-1826
DUNS: 835130485

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SECTION B: SUPPLIES AND SERVICES AND PRICES/COSTS

DEPARTMENT of VETERANS AFFAIRS HUMAN RESOURCES LINE OF BUSINESS



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SECTION C: PERFORMANCE WORK STATEMENT

DEPARTMENT of VETERANS AFFAIRS HUMAN RESOURCES LINE OF BUSINESS



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1 Background

In the spring of 2004, the U.S. Office of Management and Budget (OMB) established five lines of business in connection with the President's Management Agenda (PMA) to promote cost-savings on system implementations in electronic government. Led by the U.S. Office of Personnel Management (OPM), the Human Resources Line of Business (HR LOB) was launched in 2004 to realize the potential of electronic government and fundamentally redefine human resources service delivery for all civilian employees of the executive branch of the federal government. The [HR LOB Concept of Operations \(CONOPS\)](#) proposes a service delivery model that preserves some HR functions at the agency level and moves other HR functions to a shared service center (SSC). Over time, as the HR SSCs evolve and expand their capabilities, more functions are expected to shift to service center delivery.

1.1 HR LOB Background (Government-wide)

The HR LOB service delivery model is guided by the concept of shared services. Shared services generally are defined as the consolidation of administrative non-mission critical processes into a stand-alone business enterprise that provides those services to other business units in an organization. The shared services delivery model for the U.S. federal government will involve taking common HR information systems and some HR processes out of agencies and moving them into separate SSCs. The core functions, as defined by the HR LOB framework, are:

- Personnel Action Processing.
- Benefits Management.
- Compensation Management.

This approach will allow agencies to focus on their programmatic missions while the SSCs deliver administrative services efficiently in a cost-effective manner with a focus on the customer experience and service quality. Moving HR information systems operations and services to a SSC will enable a shift in emphasis within the agency human capital offices from administrative processing to customer service and strategic planning. In doing so, the HR LOB program seeks to achieve the following goals and objectives:

GOALS	OBJECTIVES
Improved Management of Human Capital Improve the government-wide strategic management of human capital	<ul style="list-style-type: none">• Faster decision-making• More informed policy-making• More effective workforce management• Improved resource alignment with missions

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Operational Efficiencies Increase operational efficiencies in the acquisition, development, implementation and operation of human resources management systems	<ul style="list-style-type: none"> • Improved servicing ratio / response times • Reduced cycle times • Improved and automated reporting
Cost Savings / Avoidance Achieve cost savings/avoidance for HR solution activities	<ul style="list-style-type: none"> • Reduced duplicative software / hardware / operations / labor resources • Increased competitive environment
Improved Customer Service	<ul style="list-style-type: none"> • Increased accessibility to client and value • Improved communication and responsiveness • Enhanced quality and efficiency • Enhanced timeliness • Enhanced accuracy • Enhanced consistency

Table 1.HR LOB Goals and Objectives

During the second half of 2004, OPM sponsored multi-agency workshops to improve the modeling of human resources baseline processes and sub-processes and to define the [Business Reference Model \(BRM\)](#) for the HR LOB. The collaboration achieved during the workshops is a model for the development of HR information system operations that carried over to the development of the [HR LOB Target Requirements for Shared Service Centers](#). The detailed target requirements describe the role of the SSC in the HR process and provide specifications for the efficient and successful delivery of services and solutions. OPM and OMB created the HR LOB Enterprise Architecture (EA) to be in line with [Federal Enterprise Architecture \(FEA\)](#) standards.

1.2 Human Resources Information Systems (HRIS) System Requirements

The following requirements relate to system transition. System transition includes phase-in (design, build, test, deployment, and ongoing support), data migration, and phase-out. The Contractor shall develop, test and pilot for Titles 5 and 38 (CLINs 0001 and 0002). Follow-on activities in optional CLINs are incremental rollouts to the entire VA population and continuing operation and maintenance. OMB directed VA to use Defense Finance and Accounting Service (DFAS) as its e-payroll provider; therefore, DFAS provides the majority of the compensation requirements. The Contractor shall provide interfaces to DFAS for Compensation Management and VA Time and Attendance System (VATAS) for time and attendance, as well as any configuration and development necessary to support VA Compensation process, to include the DFAS and VATAS interfaces. Contractor shall provide all necessary services in support of the tasks as described in the PWS.

VA specific requirements are listed in Attachment A.

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1.3 VA Environment

VA is the second largest federal cabinet-level department. It currently has approximately 331,405 employees; with turnover, it has an annual population of 360,000 employees (W2 transactions). In addition to VA's employee population of approximately 331,405 employees and an annual population of 360,000 employees (W2 transactions), VA's uncompensated population (i.e. trainees, consultants, students) is approximately 117,000 per year. Both of these numbers may increase slightly in the near term due to increased workload and budget, primarily in support of benefits administration.

As noted in Attachment A, Line Item VA038, the solution should allow for the input and maintenance of non-federal employees (fees basis, without compensation (WOC), consultants, etc.). The VA assumes this population will be included in the HRIS solution. Approximately ten (10) additional data elements will be required. The Entry on Duty solution will also be used to collect information and/or on-boarding documents. There are not any records on this population; therefore, data migration is not necessary for this population during deployment.

VA is comprised of the Central Office (VACO), located in Washington DC; nationwide field facilities administered by three major line subcomponents (Veterans Health Administration (VHA), Veterans Benefits Administration (VBA), and National Cemetery Administration (NCA); and staff offices. A nationwide network of 152 hospitals, 798 outpatient clinics, 135 community living centers, 49 domiciliary residential rehabilitation treatment programs, 278 vet centers, 58 Veterans Benefits regional offices, and 131 national cemeteries provide services and benefits.

VA's workforce includes approximately 22,000 physicians, 1,500 dentists, 55,000 nurses, 14,000 licensed practical nurses, 11,000 nursing assistants, and 12,000 veterans' claims examiners. The VHA comprises 89% of the entire VA workforce. The VBA has close to 21,000 employees and the NCA has about 1,800 employees. The VA workforce is widely dispersed across the United States and U.S. territories. The VHA has close to 3,600 employees based in Puerto Rico. Approximately 25 employees support VA overseas in locations including Germany, Korea, and the Philippines. Notably, 48% of VA permanent employees are under excepted service appointments, including appointment under the United States Code Title 38. VA's workforce also includes non-US citizens, non-appropriated fund employees, and employees under fee for services (fee basis). Additional data on VA organizational structure, workforce, geographic location, and related information is discussed below and is available on [FedScope](#).

Approximately 7,000 Human Resources office staff members (4,000 in the 02xx occupational series) support the VA workforce on activities that span staff acquisition, classification and compensation management, employee and labor relations, personnel action processing, and related HR services. Attachment B lists VA HR office locations.

A majority of VA employees are eligible for union representation, which will be a consideration for change management and communication, as well as for requirements for notification and/or negotiation. There are approximately 25 bargaining units with numbers of employees in the units ranging from four or five to nearly 150,000. Approximately, 25,000 personnel are eligible for,

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but not included in, any bargaining unit and approximately 45,000 personnel are ineligible for representation.

1.3.1 Workload Data

The following organizational and workload information is provided in attachments as follows:

- Attachment C – List of pay plans with number of employees as of September 30, 2011
- Attachment D – List of nature of actions and codes with number of transactions for fiscal year FY-2011

1.3.2 Existing Information System

The VA Personnel and Accounting Integrated Data (PAID) application was originally designed to handle both payroll and HR processes. Normal processing includes regulatory and individually authorized withholding deductions, leave balances, retirement, promotions, reassignments, bond and savings allotments. Employee master records are updated almost nightly to include personnel actions and updated data elements such as promotions, reassignments, voluntary deductions, mandatory deductions, and employee leave balances. In response to the President's e-Government mandate, VA teamed with the Defense Finance and Accounting Service (DFAS) organization to move the processing of VA payroll from VA to DFAS. This conversion was completed in September 2009. The remaining PAID system/application encompasses personnel and organizational related fiscal operations. This system is affected by OPM mandates, federal and state legislation, executive orders, OMB directives, and regulations from the Treasury Department, Internal Revenue Service (IRS), and the Social Security Administration (SSA).

On-Line Data Entry (OLDE) is the front-end process to PAID. OLDE automates the manual code sheet processing by providing comprehensive data editing using the PAID master records (PMR). OLDE provides all VA stations the capability to enter, edit, and correct PAID HR transactions in an online interactive mode. Input from OLDE is then sent to the Austin IT Center (AIRC) in Austin, Texas for overnight batch processing.

The PAID application gives the HR and fiscal offices direct and timely access to their personnel and payroll data stored at the AIRC. Upon completion of the bi-weekly payroll processing by DFAS, the return files are used to create PAID payroll data and accounting master files, which are then loaded to the integrated database management system (IDMS). Authorized VA customers may access the database in an online query mode through a series of formatted screens. Through the extract file option, the customer can request creation of an extract data set containing the facility data they are authorized to view. The extract data sets can be browsed through the time-sharing option (TSO), transmitted to a personal computer, or input to batch programs executed on AIRC computers.

The PAID paper reporting system is the method by which the PAID system facilitates reporting to its customers. Using the Rogers Software Development (RSD) system, a customer can view

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reports online as soon as they are created, or the report can be printed for mailing to the customer. Snapweb, a reports warehouse, is also used for payroll display reports.



















The majority of PAID source modules are written in COBOL, though some Assembler utility modules remain. Load modules are linked at run time and executed from temporary JCL load sets. Transactions and master file (PAID Master) data is sequential in structure and must be sorted prior to and during run time. Generation data groups (GDGs) are used throughout the system to distinguish transaction groups and pay cycles. Like most accounting systems, the application is parameter-driven and relies heavily on Computer Associates' scheduler products (CA-7 and CA-11) for its run-time parameters. Attachment E shows a graphical illustration of the PAID interfaces. Challenges with the current VA Human Resources Information Systems (HRIS) are expected to affect the ability to migrate historical data.

2 Scope of Work

































Under the provisions of the Executive Branch's HR LOB initiative, VA is seeking information technology (IT) support in the areas of personnel action processing, compensation management and benefits administration. The Contractor shall offer comprehensive HRIS services in these areas for the replacement of the human resources enterprise systems currently used at VA. The HRIS solution will not require staff service support for HR functions with the exception of a help desk for the replacement HRIS. In addition, the contractor shall support interface(s) with the current HRIS system during the migration phase. VA employees are in numerous locations. They are currently serviced by approximately 150 human resources offices. The Contractor shall support the requirements and organizational objectives defined in this Performance Work Statement (PWS) in conjunction with the objectives and requirements indicated within the following documents as it relates to an automated solution:

- [HR LOB Target Requirements for Shared Service Centers version 4.0 – July 30, 2010](#)
- [HR LOB Business Reference Model \(BRM\) version 2 - January 31, 2006](#)
- [HR LOB Data Model \(DM\) version 1 – February 6, 2006](#)
- [HR LOB Performance Model \(PM\) version 1 – June 30, 2006](#)
- [HR LOB Service Component Model \(SCM\) version 2 – September 28, 2007](#)
- [HR LOB Technical Model \(TM\) version 2 – May 30, 2008](#)
- [HR LOB Target Requirements v3 Appendices](#)
- VA Directives, Policies and Handbooks:
 - [5001](#) - General Introduction and Administration
 - [5002](#) - Workforce and Succession Planning




























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- [5003](#) - Position Classification, Job Grading, and Position Management
- [5005](#) - Staffing
- [5007](#) - Pay Administration
- [5009](#) - Employee Benefits
- [5011](#) - Hours of Duty and Leave
- [5013](#) - Performance Management Systems
- [5017](#) - Employee Recognition and Awards
- [5021](#) - Employee-Management Relations
- [5023](#) - Labor-Management Relations
- [5024](#) - Human Capital Management Accountability Systems
- [5025](#) - Legal
- [5027](#) - Senior Executive Service
- [5383](#) - VA Drug-Free Workplace Program
- 5001 - [General Introduction and Administration](#) (thru Change 4) 
 - [5001/1](#) (Directive) Chiropractor Changes 
 - [5001/1](#) (Handbook updated June 19, 2007) General Introduction and Administration 
 - [5001/2](#) (updated November 26, 2004) General Introduction and Administration 
 - [5001/3](#) Updates Policy in Accordance with P.L. 108-422 
 - [5001/4](#) WOC for Volunteers 
- 5003 - [Position Classification, Job Grading, and Position Management](#) (thru Change 1) 
- [5003/1](#) Position Classification, Job Grading & Position Management
- 5005 - [Staffing](#) (through Change 52) 
 - [5005/1](#) (dtd June 19, 2002) Federal Career Intern Program 
 - [5005/2](#) (updated January 13, 2003) Nurse Qualification Standard 
 - [5005/3](#) (updated April 15, 2003) Licensed Practical or Vocational Nurse Standard 
 - [5005/4](#) (updated December 3, 2003) Containing revisions to VA Handbook 5005, Staffing 
 - [5005/5](#) (dtd February 6, 2004) Staffing and Recruitment 
 - [5005/6](#) Revised qualification standard that covers the appointment of Vocational Rehabilitation Counselors, GS-101, in VA 
 - [5005/7](#) (dtd June 16, 2004) Procedures for employment and advancement for Doctors of Chiropractor in VA 
 - [5005/8](#) (dtd June 30, 2004) Revised procedures concerning the appointment and promotion of optometrists in VA 
 - [5005/9](#) VA Handbook - Title 38 Hybrid Employment 
 - [5005/10](#) J-1 Visa Waiver
 - [5005/11](#) Reduction-in-Force Coverage for Hybrid Title 38 Employees 






























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- [5005/12](#) This handbook contains mandatory VA procedures on staffing and recruitment
- [5005/13](#) Mandatory VA procedures on staffing and recruitment
- [5005/14](#) RN Qualification Standard
- [5005/15](#) VA Qualification Standards for Hybrid Positions 
- [5005/16](#) VA Qualification Standards for Title 38 Hybrid Positions 
- [5005/17](#) Professional Standards Boards 
- [5005/18](#) Presidential Management Fellows Program Policy 
- [5005/19](#) Part-Time Physicians' Adjustable Work Hours 
- [5005/20](#) Staffing & Recruitment 
- [5005/21](#) WOC Appointments 
- [5005/22](#) TRT Qualification Standards 
- [5005/23](#) Social Worker Qualification Standards 
- [5005/24](#) Physical Therapist Qualification Standard 
- [5005/25](#) Occupational Therapist Qualification Standard 
- [5005/26](#) 7306 Reemployment Rights Physical Exams 
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- [5005/28](#) RNs In Grades IV and V, Pt II, App H5 
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- [5005/32](#) Delegated Examining 
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- [5005/34](#) Qualification Standards for Blind Rehabilitation Specialist (BRS) GS 601 
- [5005/35](#) Qualification Standards for Blind Rehabilitation Occupational Specialist (BROS) GS 601 
- [5005/36](#) Pharmacist Quals 
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- [5005/43](#) Appendix G40 
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- [5005/45](#) First Area of Consideration 
- [5005/46](#) Dental Assistant Quals 

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- [5005/47](#) Extension of Hybrid Status  ***POLICY SURVEY**
- [5005/48](#) Clarifies education requirements for BRS and BROS positions and eliminates the GS-5 grade level for BRS 
- [5005/49](#) Preference Restricted Occupations 
- [5005/50](#) Social Worker Qualification Standard 
- [5005/51](#) Noncompetitive Appointment of Certain Military Spouses 
- [5005/52](#) Voluntary Separation Incentive Payment (VSIP) Fact Sheet 
- 5007 - [Pay Administration](#) (thru Change 41) 
 - [5007/1](#) (dtd June 20, 2002) Rate of Pay for Head Nurses 
 - [5007/2](#) (dtd October 9, 2002) Consolidation of Policies 
 - [5007/3](#) (dtd October 30, 2002) Locality Pay System 
 - [5007/4](#) (dtd October 30, 2002) Hostile Fire Pay 
 - [5007/5](#) (dtd January 13, 2003) Title 38 Pay Retention 
 - [5007/6](#) (dtd April 3, 2003) Tour Differential Pay 
 - [5007/7](#) (dtd April 24, 2003) Biweekly Premium Pay Limitation 
 - [5007/8](#) (dtd June 25, 2003) SSP for Research Physicians 
 - [5007/9](#) (dtd June 25, 2003) LPS Annual Report Revisions 
 - [5007/10](#) (dtd February 6, 2004) Annual Step Rate Reviews 
 - [5007/11](#) (dtd May 24, 2004) Modifies the Overtime Cap 
 - [5007/12](#) (dtd June 16, 2004) Implement provisions of the Veterans Health Care, Capital Asset and Business Improvement Act of 2003 
 - [5007/13](#) (dtd August 22, 2004) VA procedures on firefighter pay to reflect final Office of Personnel Management regulations 
 - [5007/14](#) VA Handbook on mandatory VA procedures on Pay Administration
 - [5007/15](#) (dtd November 26, 2004) Implement provisions of the Veterans Health Care, Capital Asset and Business Improvement Act of 2003
 - [5007/16](#) (dtd November 26, 2004) Pay Administration
 - [5007/17](#) Fee Basis Pay Rates
 - [5007/18](#) Local Labor Market Definitions used in LPS
 - [5007/19](#) Compensatory Time Off for Travel 
 - [5007/20](#) Recruitment, Relocation and Retention incentives
 - [5007/21](#) Physicians & Dentists Pay System 
 - [5007/22](#) Overtime for Employees on CWS 
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














- [5007/27](#) Comp Time 
- [5007/28](#) Changes Related to Physicians and Dentists' Pay 
- [5007/29](#) Without Compensation 
- [5007/30](#) Pay Administration New Regulations 
- [5007/31](#) Compensatory Time for Travel Claims, Usages and Balances 
- [5007/32](#) Physicians and Dentists Pay 
- [5007/33](#) FWS Employees Eligible for Comp-Time for Travel 
- [5007/34](#) HPR Pay for Head Nurse (Also known as Nurse Manager) 
- [5007/35](#) Regulations on Retention Incentives 
- [5007/36](#) New CRNA Aggregate Limit  *[POLICY SURVEY](#)
- [5007/37](#) Changes in Pay Administration Regulations  *[POLICY SURVEY](#)
- [5007/38](#) Pharmacists Executive Pay  *[POLICY SURVEY](#)
- [5007/39](#) Extension of Sunday pay to part-time GS and FWS and Removal of IT Specialists from the occupations eligible for weekend premium pay 
- [5007/40](#) Appointment Above the Minimum Rate of the Grade  *[POLICY SURVEY](#)
- [5007/41](#) Compensation of Noncareer Residents  *[POLICY SURVEY](#)
- [5007/42](#) Pay Administration Changes Resulting from Public Law 111-163 
- [5007/43](#) Clarification of Weekend Pay and Night Differential for Periods of Leave and Absence 
- 5009 - [Employee Benefits](#) (thru Change 4) 
 - [5009/1](#) Benefits Programs 
 - [5009/2](#) Employee Benefits Programs Information  *[POLICY SURVEY](#)
 - [5009/2 Handbook](#) Child Care Subsidy Program  *[POLICY SURVEY](#)
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- 5011 - [Hours of Duty and Leave](#) (thru Change 20) 
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 - [5011/2](#) (dtd June 16, 2004) Hours of Duty and Leave 
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 - [5013/3and6](#) (VA Directive 5013-3 & VA Handbook 5013-6) Performance Management Systems  ***POLICY SURVEY**
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 - [5017/4](#) (dtd July 07, 2010) Eligibility for Superior Performance Awards 
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 - [5021/1](#) Employee-Management Relations 
 - [5021/2](#) (dtd September 21, 2006) Disciplinary and Major Adverse Actions 
 - [5021/3](#) (Handbook dtd June 1, 2005) Hybrid Changes 
 - [5021/3](#) (Directive dtd August 28, 2007) Chiropractor Changes 
 - [5021/4](#) (Updated May 3, 2010) Changes Regarding Physicians and Dentist Pay 
 - [5021/5](#) (Handbook dtd August 28, 2007 - Updated May 3, 2010) Chiropractor Changes 
 - [5021/6](#) (Handbook dtd November 20, 2007) Procedural & Appeal Rights for Probationary-Trial Period Employees 
 - [5021/7](#) (Handbook updated November 25, 2011) Disciplinary Procedures Under Title 38 
- 5023 - [Labor-Management Relations](#) (thru Change 1) 
 - [5023/1](#) (dtd June 16, 2004) Revisions Labor-Management Relations 
- [5024](#) Human Capital Management Accountability Systems 
- 5025 - [Legal \(thru Change 5\)](#) 
 - [5025/1](#) The legal use of VA facilities by professional or qualifying employee organizations or similar groups 
 - [5025/2](#) (dtd June 16, 2004) Legal 
 - [5025/3](#) (dtd June 16, 2004) Legal 
 - [5025/4](#) (dtd October 12, 2007) Outside Remuneration 
 - [5025/5](#) (dtd August 31, 2009) Legal  ***POLICY SURVEY**
- 5027 - [Senior Executive Service](#) 
- 5383 - [VA Drug-Free Workplace Program](#) (thru change 3) 
 - [5383/1](#) (dtd September 13, 2006)
 - [5383/2](#) (dtd July 11, 2007) 
 - [5383/3](#) (dtd December 1, 2008) 
 - [5383/4](#) Procedures for VA's Drug-Free Workplace Program  ***POLICY SURVEY**

As part of this effort, the Contractor shall implement the proposed services and web-based solution, conduct data migration necessary to support current operations, offer ongoing project management support and operations maintenance, conduct end-user training, and establish a help desk for customers.

It is expected that the contractor shall follow the additional guidance and the required data structure that can be found in the following documents; unless advised otherwise by the VA:

- [Central Personnel Data File \(CPDF\)](#)

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- [Enterprise Human Resources Integration \(EHRI\)](#)
- [Guide to Personnel Data Standards \(GPDS\)](#)
- [Guide to Personnel Processing Actions \(GPPA\)](#)
- [Retirement Information \(Enterprise Human Resources Integration-Statistical Data Mart \(EHRI-SDM\)\)](#)

3 Performance Details

3.1 Performance Period

- CLIN 0001 shall be for development, test and pilot of Title 5 to be completed within twelve (12) months from date of task order award.
- CLIN 0002 shall be for development, test and pilot of Title 38 to be completed within eighteen (18) months from date of task order award.
- CLIN 0003 shall be for travel associated with CLINs 0001 and 0002 to be awarded concurrently with CLINs 0001 and 0002.
- CLIN 1001 shall be for deployment and sustainment of operations for Titles 5 and 38 to be completed within thirty-six (36) months in accordance with the deployment plan and exercised upon completion of CLIN 0001.
- CLIN 1002 shall be for travel associated with CLIN 1001 to be exercised concurrently with CLIN 1001.
- CLIN 1003 shall be for development and integration of unknown interfaces for CLIN 1001 to be exercised upon completion of CLIN 0001. CLIN 1003 performance period will coincide with CLIN 1001.
- CLIN 1003A shall be for labor associated with CLIN 1003.
- CLIN 1003B shall be for travel associated with CLIN 1003.
- CLIN 1003C shall be for materials associated with CLIN 1003.
- CLIN 2001 shall be for operations and maintenance of previously deployed organizations to be exercised upon expiration of warranty.
- CLIN 2002 shall be for travel associated with 2001 to be exercised concurrently with 2001.
- CLIN 3001 shall be for operations and maintenance of previously deployed organizations to be exercised upon completion of 2001.

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- CLIN 3002 shall be for travel associated with 3001 to be exercised concurrently with 3001.
- CLIN 4001 shall be for operations and maintenance of previously deployed organizations to be exercised upon completion of 3001.
- CLIN 4002 shall be for travel associated with 4001 to be exercised concurrently with 4001.
- CLIN 5001 shall be for operations and maintenance of previously deployed organizations to be exercised upon completion of 4001.
- CLIN 5002 shall be for travel associated with 5001 to be exercised concurrently with 5001.
- CLIN 6001 shall be for operations and maintenance of previously deployed organizations to be exercised upon completion of 5001.
- CLIN 6002 shall be for travel associated with 6001 to be exercised concurrently with 6001.
- CLIN 7001 shall be for operations and maintenance of previously deployed organizations to be exercised upon completion of 6001.
- CLIN 7002 shall be for travel associated with 7001 to be exercised concurrently with 7001.

3.2 Place of Performance

The Contractor shall perform the majority of tasks at the Contractor's facilities. In fulfilling the requirements, the Contractor may be required to travel as described in their approach.

3.3 Travel

Travel costs shall be invoiced and paid in accordance with FAR Subsection 31.205-46. Travel shall not exceed the awarded not to exceed (NTE) amounts.

The Contractor shall not be reimbursed for local travel. Local travel is defined as: (1) travel within a fifty (50) mile radius of the job site, (2) fifty (50) miles from the employee's residence, (3) travel to and from the employee's residence and the job site and (4) travel between the Contractor's offices and travel between Contractor's office and the work site.

Travel shall be pre-approved by the COR.

For travel reimbursement, the Contractor shall submit a travel expense report to the COR for audit.

The government will reimburse travel costs based on the Federal Travel Regulation (FTR) that is in effect at the time of preapproved travel and allowable actual costs.

4 Government Furnished Property and Information

The Contractor shall request other VA documentation deemed pertinent to the work accomplishment directly from VA officials as described in the point of contact list. The Contractor shall consider the Contracting Officer's Representative (COR) as the final source for needed VA documentation when the Contractor fails to secure the documents by other means. VA will provide access to VA specific systems/networks as required for execution of the PWS via a site-to-site, VPN or other technology. The Contractor shall identify any additional applications to which they require access. The Contractor shall use VA-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort.

5 Specific Tasks and Deliverables

The Contractor shall be responsible for the IT services and systems that support VA's HR requirements as described within the PWS. The majority of the processing associated with HR work that relates to VA business processes will remain within VA HR offices; however, the Contractor shall assist with determining business process reengineering required to migrate to the shared service center.

5.1 Overarching Requirements

The Contractor shall provide all necessary services and activities in support of the tasks defined within this PWS. Additionally, the Contractor shall provide all data collected and used during development, implementation, deployment and operation to VA. VA retains all rights to VA's intellectual property and data (e.g., any modifications made to a commercial off the shelf solution and any data or data producing algorithms used to create data) throughout the life cycle of the SSC project in accordance with FAR Subsection 27.404-1.

The Contractor shall offer an enterprise wide, web-based software solution and meet the following high-level requirements (further elaborated and defined in subsequent sections of this PWS):

- Provide a HRIS solution that will support the following VA required functions to include the Title 5 and Title 38 populations as defined in Attachment C and the HR LOB Target Requirements.
 - Personnel Action Processing
 - Benefits Management
 - Compensation Management (With a payroll interface to DFAS and VATAS.)
 - Other requirements as defined in Section 5.3 and Attachment A such as web-based position management and web-based onboarding (Entry on Duty) solution.
- Provide a system that is available to customers 24 hours a day seven days a week, except for scheduled maintenance.

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- Provide project management, oversight and control over the HRIS project.
- Process VA's expansive, highly complex and unique requirements.
- Adhere to all applicable legal and regulatory system and data security laws and regulations, including, but not limited to, the OPM HR LOB system architecture and federal and VA security requirements and future changes to these requirements.
- Provide a flexible, scalable system capable of expansion and modification in response to changing OPM and VA requirements.
- Implement a major development, integration and migration project for an employee population of approximately 331,405 (an annual population of 360,000 [W2 transactions]), in addition to 117,000 clinical trainees (uncompensated) per year.
- Provide operational and user support.
- Include and support a Continuity of Operations Plan (COOP), Contingency, and Disaster Recovery plan.
- Provide the relevant system access, configuration support, reports, and necessary enhancements, for any items that VA requires to support core tasks.
- Provide VA Personal Identity Verification (PIV) and single sign on in accordance with HSPD-12 (found at <http://www.va.gov/PIVPROJECT/>).

In meeting these requirements, the contractor shall make no assertion of copyright for any data first produced in the performance of the task order without prior Contracting Officer approval, shall provide the source code for all software programs first produced in the performance of the task order and shall provide the government with unlimited data rights unless otherwise specified in the task order.

5.2 Management Requirements

The Contractor shall direct and manage the performance of the requirements identified in the PWS. Additionally, the Contractor shall meet the following requirements:

- Attend a kickoff meeting with the Contracting Officer (CO), Veterans Affairs Project Manager (VA PM) and staff, COR, other VA representatives, and an OPM HR LOB representative within five business days after award or as directed by the CO. The Contractor shall deliver a draft project plan and draft transition plan for review by the VA PM and VA COR at this meeting, and shall produce meeting minutes within two days.

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- Provide VA a project manager, or comparable labor category, and alternate who will respond to issues and/or requests (see Section 5.2.2.1). VA expects responses in a timely manner in accordance with the VA approved Contractor's communication plan.
- Provide VA an IT technical representative, or comparable labor category, and alternate who will respond to key issues or requests from the VA PM, COR or other personnel as specified by VA (see Section 5.2.2.2). The IT technical representative or alternate shall respond to these key issues or requests within a one-hour timeframe during regular business hours, as specified by VA.
- Deliver initial versions of, and incremental updates to, the required Project Management and Accountability System (PMAS, see Section 5.2.3) and ProPath documents (i.e., Project Management Plan, etc.) as specified in the deliverables of this PWS (Section 5.9).
- Submit bi-weekly status reports on technical progress.
- Attend periodic meetings with the VA PM as mutually agreed to discuss project status.
- Maintain a project plan that indicates deadlines, status, and key personnel.
- Develop, provide and maintain a detailed project management plan (PMP), which includes an integrated master plan (IMP), integrated master schedule (IMS), and work breakdown structure (WBS). Additionally, the Contractor shall address and implement related PMAS artifacts and milestones.
- Track issues and their resolutions and address with VA.
- Submit questions or problems as needed to the VA PM or other personnel as specified by VA.

5.2.1 Governance

The Contractor shall implement processes and activities to govern the proposed solution, both during and after implementation, as described in the comprehensive PMP. This governance process and activities shall continue throughout the life cycle of the contract.

The Contractor shall be required to monitor schedule and technical performance at the project level. The Contractor shall assess, quantify, and forecast trends; analyze variances; and facilitate development and implementation of corrective actions. The Contractor shall give VA personnel access to all pertinent records and data requested by the CO, VA PM, COR, and other duly authorized VA representatives.

The governance plan shall include:

- Methods used to monitor and control the project schedule.

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- Processes to detect and correct unfavorable variances.
- Change control processes.

VA envisions that the structure and composition of the Change Control Board (CCB) will change from deployment to operations and maintenance. The Contractor shall support, in conjunction with VA, the structure and processes associated with the CCB and governance structure. The Contractor shall support all meetings, provide documentation, presentation materials and draft meeting minutes to VA within two business days.

Deliverable	Due Date	Update Frequency	CLIN
Governance Plan	20 calendar days after task order award	As needed	0001
Meeting minutes and materials	2 business days after meeting	As required by comments	ALL CLINS

Due dates for all deliverables are also addressed in the deliverables table (Section 5.9).

5.2.2 Key Personnel and Project Staffing

Key personnel shall include a project manager, alternate project manager, a technical lead, and an alternate technical lead. The Contractor shall notify and obtain approval from the COR and the VA PM of any replacements of key personnel prior to replacement. In the event of key personnel departures, the Contractor shall ensure that any replacements meet or exceed the qualifications and experience, as required in this contract, as the key personnel who are being replaced.

5.2.2.1 Project Manager or Comparable Labor Category

The Contractor shall provide a project manager (PM) or comparable labor category and designated alternate(s), who shall be responsible for the performance of the work. The designated alternate(s) shall act for the Contractor in the absence of the PM. The PM shall be the Contractor's authorized representative for performance of all services required within this PWS. The PM shall be the first point of contact for contractual or administrative questions or difficulties that arise related to the execution of this PWS. The PM shall be the primary point through which communications, work assignments, and technical direction flow between VA and the Contractor. The PM shall be available during normal hours of operations, Monday through Friday (8am-5pm Eastern Time), to plan, direct, and control the overall management and operational functions specified herein. The PM shall provide the necessary level of contract management and administrative oversight to achieve the quantitative and qualitative requirements of this PWS. In addition, the PM shall be a certified Project Management Professional through the Project Management Institute or equivalent and shall have experience in large (greater than 100,000 users) and complex information technology systems implementation, with expertise in multiple information technology platforms and architecture integration. The PM and the alternate PM shall also be Information Technology Infrastructure Library (ITIL) Foundation certified by the start of task order performance.

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5.2.2.2 IT Technical Lead or Comparable Labor Category

The Contractor shall provide an IT technical lead or equivalent and designated alternate(s), who shall be responsible for the oversight of technical components of the work. The designated alternate(s) shall act for the Contractor in the absence of the IT technical lead. The project IT technical lead shall be the Contractor's authorized lead for the technical performance of all services required under this PWS. The project technical lead shall be the second point of contact for technical questions or difficulties that arise related to this PWS. The IT technical lead shall be available during normal hours of operations, Monday through Friday (8am-5pm Eastern Time), to provide technical oversight. The project IT technical representative shall have significant accomplishment as an expert in large integrated systems with varied automated data processing (ADP) architectures and platforms in an integrated environment. The IT technical representative and alternate shall also be ITIL Foundation certified by the start of task order performance.

5.2.2.3 Technical Staff

The Contractor shall provide personnel, including technical staff capable of designing and building reports, interfaces, customizations, extensions and forms, as they determine are needed for the HR LOB system. The Contractor shall provide a staff experienced in HRIS related system implementations to fulfill the requirements of the contract.

5.2.3 Project Management and Accountability System Requirements

On June 19, 2009, the VA Assistant Secretary for Information and Technology (AS/IT) announced a substantial change in the way IT projects are planned and managed at VA. VA adopted a new process, the Project Management and Accountability System (PMAS) to reduce risks, institute monitoring, controlling and report discipline; and establish accountability. PMAS requires that all IT projects use incremental product build methods to focus on near-term, assured delivery of new capabilities to customers.

Per PMAS guidelines, each VA project is divided into periods of six-month increments. A project increment is defined as a segment of the project that delivers functional business capability in a cycle of six months or less, and includes the following characteristics: a body of work that delivers business capability directly to a project, has a defined start and end date, and requires business sponsor acceptance of delivered product(s) referred to as the incremental deliverable. PMAS requires certain project artifacts to be updated per increment if changes have occurred in the artifact baseline. These are denoted in the deliverables section.

At the end of each increment, a Customer Acceptance Form (listed at the bottom of the Acceptance Criteria Plan) must be completed by the PM and the Customer. Additionally, each increment entails facing milestones deliverables. The Contractor shall follow all PMAS and ProPath guidelines and deliverables.

The PMAS Guide provides high-level guidance and process information. The complete list of mandatory artifacts required by PMAS are defined in ProPath, which supports PMAS by

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providing detailed process and instructions, including detailed descriptions, roles, responsibilities, and templates. VA will provide the Contractor with access to and/or the appropriate PMAS templates.

Additionally, the PMAS process requires the submission of artifacts during various phases of the project. A subset of required PMAS artifacts is specified in the respective sections in the PWS, and is identified in Section 5.9.

The Contractor shall be responsible for suggesting additional PMAS artifacts, documents, plans, and templates that Contractor feels will be relevant to project.

5.2.4 Risk Assessment

Risks are potential future events that, if they occur, would have an impact on the project, whereas issues are events that have occurred and must be resolved as soon as possible. The Contractor shall perform an initial risk assessment jointly with VA, identifying and assessing the probability and impact severity of all foreseeable programmatic and technical risks, and develop mitigation strategies for high and medium exposure risks. The Contractor shall establish and maintain a Risk Management Plan and a comprehensive Risk Log to track risks and assign mitigation strategies and responsible team members to each risk.

The Contractor shall maintain a Risk Log throughout the task order, and update it as needed. The Risk Log is an ongoing tool for the purposes of identifying, triaging and managing risks. The Risk Log needs to be available, visible, and monitored at least weekly by the Integrated Project Team (IPT).

The Contractor shall conduct risk reviews at least bi-weekly (unless directed otherwise by the COR) of the assets and operations. Any Contractor or VA team member should identify additional risks to add to the Risk Log as they emerge at any time during project performance. The Contractor shall assess and mitigate risks to the HR LOB SSC solution as mandated by the National Institute of Standards and Technology (NIST) [NIST 800-53 Revision 3](#) and [NIST 800-30](#) and subsequent updates.

Deliverable	Due	Updates	CLIN
Risk Management Plan	20 calendar days after task order award	As needed	0001
Risk Log	As attachment to status report	Bi-weekly	ALL CLINS

5.2.5 Project Management Plan

The Contractor shall deliver a Project Management Plan (PMP) that lays out the Contractor's approach, timeline and tools to be used in execution of the contract. The PMP shall take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The PMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline PMP shall be concurred upon by the VA PM and updated monthly thereafter by the

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Contractor. The Contractor shall update and maintain the VA PM approved PMP throughout the period of performance. PMP shall include IMS, IMP, and WBS (work package level).

Deliverable	Due	Update Frequency	CLIN
Project Management Plan*	Draft at kickoff and 20 calendar days after task order award	As needed; minimum review at each PMAS increment start	0001
Roles & Responsibilities Matrix	20 calendar days after task order award	As needed	0001

5.2.6 Communications Plan

The Contractor shall prepare a Communications Plan that describes in detail the modes, methods and messages provided to keep stakeholders informed of the project's progress. This plan shall identify, at a minimum, individuals or groups, the mode of communication used with each group, the nature of the message (summary, detailed), and the frequency and timing of the communication. The Contractor shall update the plan upon changes to stakeholder groups or communications needs.

Deliverable	Due	Update Frequency	CLIN
Communication Plan	With PMP	As needed; minimum review at each PMAS increment start	0001

5.2.7 Bi-Weekly Status Report

The Contractor shall submit a bi-weekly status report for the VA PM and COR beginning two weeks after task order award and continuing through performance of exercised optional CLINs. Minimum requirements for the bi-weekly report are:

- Contract number.
- Period covered.
- Actions completed during the reporting period.
- Projected activities for the next two-week period.
- Summary of risks.
- Issues encountered and resolution.
- Schedule status and performance.

The Contractor shall submit the report by close of business on Wednesday. If Wednesday is a holiday, the Contractor shall deliver the report by close of business on Tuesday prior to the holiday.

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Deliverable	Due	Update Frequency	CLIN
Bi-Weekly Status Reports	Bi-weekly on Friday	N/A	ALL CLINS

5.2.8 OPM HR LOB Requirements

The Contractor shall comply with and participate in the following OPM HR LOB oversight, evaluation, and data collection activities.

5.2.8.1 Governance

The Contractor shall participate in governance activities as designated by the OPM HR LOB.

5.2.8.2 Migration Management

The Contractor shall comply with the OPM HR LOB's migration guidance, attend meetings, and produce deliverables in accordance with the HR LOB's established requirements for migrating agencies. Examples of required meetings and deliverables include migration kick-off meeting, monthly status meetings, lessons learned meeting, migration project plan, and migration cost report.

5.2.8.3 Provider Assessment

The Contractor shall participate in the OPM HR LOB's Provider Assessment program. The HR LOB performs a periodic assessment of the ability of SSCs to deliver services to customers. Assessment results are reported to the HR LOB community and to the public. The assessment ensures:

- Compliance with federal laws, regulations, policies, and accepted practices.
- Visibility into SSC operating practices, procedures, and supporting technology.
- Alignment of SSC offerings with the vision of the HR LOB a modern, cost-effective, standardized, and interoperable HR solution as stated in OPM's Migration Planning Guidance Overview, Section 1.1.

5.2.8.4 Benchmarking

The Contractor shall participate in the OPM HR LOB's Benchmarking activities. The HR LOB conducts benchmarking studies annually to evaluate SSC performance against comparable industry standards. Benchmarking results are reported to the HR LOB community and to the public.

5.2.8.5 Target Requirements Assessments

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The Contractor shall report its ability to deliver against the OPM HR LOB's target requirements, which reflect policy updates and other requirements, as determined by the HR LOB governance structure.

5.2.8.6 Performance and Ad hoc Reporting

The Contractor shall provide requested information in response to OPM HR LOB data calls. Selected results of data calls are reported to the HR LOB community and to the public. The purpose of the data calls is for the VA to report against a set of performance measures (timeliness, accuracy and customer satisfaction data) developed by the OPM HR LOB, and to report on the current price and future price if anticipated changes are projected.

Deliverable	Due	Update Frequency	CLIN
Monthly Status Meetings	Monthly: last Friday of each month	Monthly	N/A
Migration Report	10 th day of the month after end of each month	Monthly	N/A

5.3 HRIS System Requirements

The following requirements relate to system transition. System transition includes phase-in, design, build, test, data migration, and deployment.

VA anticipates the following timeline: End of first PMAS increment (180 days), Title 5 demo of the current baseline and notional design, to include end users using the solution in a test environment; end of second PMAS increment (360 days), operational interface testing (CLIN 0001 interfaces), Title 5 test, Title 5 pilot and Title 38 demo.

A third PMAS increment (540 days) shall include Title 38 test and pilot, to include end users using the solution in a test environment, operational interface testing, followed by rollouts to the entire VA population and continuing operation and maintenance. Target requirements for core functions are provided in the HR LOB Target Requirements for Shared Service Centers.

OPM defined the core HR LOB requirements as Personnel Action Processing, Compensation Management, and Benefits Management. OPM determined priorities for the requirements listed in the Target Requirements document appendices. In addition, VA has determined that their needs for some specific functions supersedes some of OPM's determination, and Attachment A to this document will govern. OMB directed VA to use DFAS as its e-payroll provider, therefore the majority of the compensation requirements are provided by DFAS. The Contractor shall provide interfaces to DFAS (for Compensation Management) and VATAS (for time and attendance), as well as any configuration and development necessary to support VA compensation process in relation to the DFAS and VATAS interfaces and other VA compensation requirements.

The table below shows the anticipated major event schedule in terms of calendar days after contract award (DACA).

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Event	Schedule
Title 5 Preliminary Design Review	90 DACA
Title 38 Preliminary Design Review	120 DACA
Title 5 Demo	180 DACA
Title 5 Critical Design Review	200 DACA
Title 5 Test	290 DACA
Title 5 Pilot	360 DACA
Title 38 Demo	360 DACA
Title 38 Critical Design Review	380 DACA
Title 38 Test	470 DACA
Title 38 Pilot	535 DACA

5.3.1 System Requirements

The Contractor shall design and develop a Shared Service Center to meet the functional requirements and capabilities of a fully operational HRIS system, as described below. Attachment A lists additional requirements related to the functional and technical requirements/capabilities. The Contractor shall meet all requirements listed in Attachment A.

5.3.1.1 Personnel Action Processing

The [Guide to Processing Personnel Actions](#) (GPPA) defines a personnel action as the process necessary to appoint, separate, or make other personnel changes. The concept of personnel action is not specific to a single BRM sub-function. Rather, it is a concept that converges with multiple activities across the BRM - activities that result in a change to employee status or other key employee data. The HR community at VA processes over one million personnel actions a year, which includes approximately 250,000 mass change pay actions and an average of approximately 27,000 personnel actions per pay period.

The Contractor shall provide a personnel action solution that offers the capability to initiate and process a personnel action. The solution will use automated workflow that includes workflows to initiate, review and approve requests for personnel actions, route the personnel action through its approval sequence and provide appropriate notifications. Managers, or their designee, will be allowed to initiate the request for personnel action from their work computers. The requests for personnel actions will be routed electronically for authorization and approval. It will seamlessly interface with other solutions as identified by VA.

Attachment A details additional VA personnel action processing requirements.

The solution shall include OPM Guide to Personnel Data Standards (GPDS), Central Personnel Data File (CPDF) edits, GPPA, Enterprise Human Resources Integration (EHRI) and VA specific edits to validate data. These edits shall be included in the solution's personnel action request and/or transaction process.

- VA has data requirements that are unique to the agency due to the prevalence of Title 38 employees. In addition to standard employee data such as name, social security number, and date of birth, the HRIS must capture additional employee information to include over 50

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additional data elements that are specific to VA. Attachment I contains a listing of the fields in the PAID legacy system.

5.3.1.2 Benefits Management

The HR LOB BRM defines the benefits management core function as the design, development, and implementation of benefits programs that attract, retain, and support current and former agency employees. This sub-function includes establishing and communicating benefits programs, processing benefits actions, and interacting as necessary with third-party benefits providers.

The Contractor shall provide specific functionality that includes activating benefits enrollments based on predefined business rules and making benefits participation data available to payroll and to benefits providers. VA requires support of both government-wide and VA-specific benefits programs.

The Contractor shall provide a solution that will:

- Allow employees to enter benefits enrollment data via a self-service, web-based, application.
- Provide self-service tools and databases that support capture of benefits enrollment data.
- Determine employee eligibility for benefits based on business rules, and process enrollment transactions.

5.3.1.3 Compensation Management

The Compensation Management process encompasses the design, development, and implementation of compensation programs that attract, retain and fairly compensate agency employees. In addition, the process includes the design, development, and implementation of performance based compensation programs to recognize and reward high performance, with both base pay increases and performance bonus payments.

The Contractor shall meet the functional requirements to support all Title 5 and Title 38 compensation rules.

The Contractor shall have a seamless interface with the DFAS payroll system and VATAS and shall feed accurate personnel data in and out of the systems as required by VA.

DFAS is providing compensation management (payroll processing and support); therefore, the Contractor shall accommodate the storage of enough compensation and time and attendance data to facilitate payroll and time processing by outside vendors. The Contractor shall provide compensation management capability to the extent necessary to store and process HR data, which is required to process personnel actions.

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In order to assist DFAS with proper payroll processing, the new system must accommodate time/pay related data. A non-exhaustive list of examples includes:

- Pay differential.
- Work schedule type (full-time, part-time, intermittent, nurse alternate work schedule).
- Employee type (permanent, temporary, seasonal).
- Market pay.
- Nurse special pay.
- Stipends.
- Salary limit and hours limit.
- Fee basis (price per unit/piece work).

VATAS includes several functional components: an employee time management module, a time and leave unit and tour management module for the payroll office, a time posting module for the timekeepers, a time and leave certification module for supervisors, and an overtime management system for the managers.

5.3.1.4 Reports

The Contractor shall build out functionality in the VA HRIS solution that will be able to meet reporting requirements as directed by VA. The Contractor shall create recurring standardized reports.

The Contractor shall build out functionality in the VA HRIS solution that will be able to meet diversity reporting requirements as directed by VA. Reporting requirements can be found in [Equal Employment Opportunity Commission Management Directive \(MD\) 715](#). The functionality shall include a formatted Word document that incorporates required statistical summaries and placeholders for narratives.

In addition, the system shall have ad hoc reporting capabilities, user roles and authorizations that will control levels of report access, and reporting functionality such as the ability to create a report, save as a template, print, download to desktop, export or view-only.

5.3.1.5 Dashboards

The Contractor shall develop, provide, and maintain dashboards that can graphically represent HR metrics and provide performance measurements, as is common to business intelligence,

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information technology, and performance management software and as referenced in Attachment A.

5.3.1.5.1 Human Resources Dashboard

The basic set of HR dashboard features VA requires is:

- Automated tools for data gathering, analyzing, reporting and survey tools, and multitier customer support on the use of these automated processes and tools.
- Dashboards for HR specialists, first level supervisors, and higher-level managers, with capabilities and access appropriate for these levels.
- Numbers of vacancies and Veteran employees in organizations to which the individual has access.
- Metrics and other data drillable to organization segments when possible.
- Status of recruitment for vacancies in the organization.
 - This feature should show status as a metric related to timeliness of staffing and hiring model for higher managers and HR specialists.
 - It should be able to identify the status of individual vacancies.

5.3.1.5.2 System Performance Dashboard

At a minimum, system performance metrics appearing on the dashboard will include:

- Transaction volume.
- Average processing time.
- A distribution curve of processing time.
- Help desk response.
- Functionality expansion.
- Other metrics as agreed to by both parties.

5.3.1.6 Organization and Position Management

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The solution shall provide for effective management of human capital and reflect VA mission requirements. The Contractor's solution shall support organization and position management functionality, to include:

- Occupational series, position titles and position numbers.
 - Functional statement numbers.
 - Essential functions/activities.
- Security level. (Position Risk and Sensitivity Designations)
- Competitive area and competitive level codes.
 - Organizational and cost center information.
 - Job and position duty information.
 - Vacancy tracking.
 - Locations.
 - Station numbers.
 - Personnel office identifier (POI).
 - Authorized position tracking, to include full time equivalent (FTE) and FTE ceiling tracking.

5.3.1.7 On-boarding (Benefits, New Hire, EOD)

Data captured on the employment application and during entry on duty shall be retained and available throughout an employee's tenure. The Contractor shall provide system functionality allowing for pass through of requisite new hire data from USA Staffing and entry on duty to the HRIS system for use in personnel action processing, benefits management and compensation management. On-boarding functionality should be included for the HRIS benefits function, allowing for web-based benefits elections, and completion of benefits forms. The system shall also have the capability of sending required information (data/documents) to VA's electronic Official Personnel Folder (eOPF).

The solution shall meet the requirements contained in [Human Resources Line of Business \(HR LOB\) Entrance on Duty Concept of Operations Report \(EOD CONOPS\)](#) and [EHRI EOD Requirements Specifications](#).

5.3.2 Quality Control Program

The Contractor shall follow the framework outlined in the Human Resources Line of Business Performance Model to set and adhere to performance standards for the solution provided to VA. Additionally, the task order will include performance measures, standards, and benchmarks to provide VA with quantitative data to assess the Contractor's quality performance. These measures and benchmarks will assist VA and Contractor in expressing the value and the benefit of the system to VA, and in tracking trends over time. The Contractor may propose additional value-added benchmarks based on experience to use throughout the life of the project. Existing system owners will provide necessary data to assist in establishing the benchmarks. At a minimum, benchmarks will include transaction volume, average processing time, a distribution curve of processing time, help desk response, functionality expansion, and other metrics as agreed to by both parties. Benchmarks and system performance shall be capable of dashboard

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monitoring. These measures will monitor the progress and quality of delivery towards specified outcomes and project benchmarks. Attachment F provides a list of initial performance measures that the Contractor shall meet to fulfill the requirements.

5.3.2.1 Quality Assurance Surveillance Plan (QASP)

VA prepared a Quality Assurance Surveillance Plan (QASP) that will be used to monitor Contractor performance. The QASP provides a systematic method to monitor performance for the stated task order. VA will establish a quality assurance (QA) team to execute the QASP.

5.3.2.2 Quality Control

The Contractor shall submit and operate in accordance with a Quality Control Plan that includes the Contractor's methods for quality control. The Contractor's plan shall integrate with the performance measures listed in Attachment F and VA's QASP. The Contractor shall track performance over the performance period and provide VA with status and performance updates.

Deliverable	Due	Update Frequency	CLIN
Quality Control Plan	20 calendar days after task order award	As needed; minimum when QASP is changed	0001

5.3.3 Design and Development

The Contractor shall design, develop, demonstrate, test, and pilot a functional shared service center HRIS solution for the Title 5 employee population, to include interface requirements. The Contractor shall also design, develop, demonstrate, test, and pilot a HRIS solution for the Title 38 employee population, to include interface requirements. The Contractor shall support and generate all activities necessary to design and develop the HRIS SSC solution, including, but not limited to:

- Requirements gathering.
- Business process evaluation.
- Fit gap analysis and compare reports.
- System design and configuration.
- Delivery of VA specific standard reports.
- Development of custom VA reports and enhancements.
- Technical specifications of reports.
- Development of interfaces.

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- Data conversion and migration.
- Testing.
- Training.
- Documentation of all aspects of system and business processes.
- Establishment of a shared services center support team and help desk.

The Contractor shall work with appropriate VA subject matter experts for the approval of planned configuration, customizations, enhancements, and new business processes. New customizations and customizations to be carried over shall be documented. Any customization of COTS in considered VA intellectual property and shall be supported by system upgrades at no additional cost to the VA.

Attachment A contains a list of additional VA business requirements.

The Contractor shall deliver a System Design Document (SDD) that includes a detailed description of the solution approach to the requirements in Sections 5.3.1 and 5.3.2. The Contractor shall work with AITC, DFAS and other government agencies to meet the requirements and design the necessary interfaces.

The Contractor shall propose and develop SSC-specific solution architecture and deliver a System Architecture document. At a minimum, the architecture shall include data flow and SSC interconnection diagrams to support the HRLOB and VA enterprise architecture. Using requirements listed in Attachment A and including any derived requirements, the Contractor shall deliver a Requirements Traceability Matrix (RTM) that includes test scenarios for each requirement and traceability to its origin.

As the Contractor develops the solution for VA, configuration files shall be prepared and delivered to the VA PM and COR at each design review.

Deliverable	Due	Update Frequency	CLIN
System Design Document*	90 DACA	Updates as required at least 15 days before each design review	0001
Requirements Traceability Matrix	With SDD	Updates as needed; submit with SDD updates	0001
Configuration Files	Following each pilot	As needed as configuration changes	0001
System Architecture Document	At design review	As needed as architecture changes	0001 0002
Interface Control Documents	At design review	As needed as interface details change	0001 0002
Configuration Management Plan	At design review	As changes are authorized by CCB	0001 0002

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Deliverable	Due	Update Frequency	CLIN
Interconnection Security Agreement	With ATO	As needed according to policy	0001 0002
Operational Acceptance Plan*	Once—prior to each pilot	N/A	0001 0002
Product Architecture Document	At design reviews	As needed	0001 0002
Functional Flow Document	At design reviews	As needed	0001 0002
Hardware Architecture Document	At design reviews	As needed	0001 0002
Topological Architecture Diagram	At design reviews	As needed	0001 0002
Nodes Connectivity Diagram	At design reviews	As needed	0001 0002
Technical Manual	Prior to each pilot	As needed	0001 0002
Systems Management Guide	Prior to each pilot	As needed	0001 0002
Version Description Document	Once for each new version	N/A	
Release Notes	Prior to each release	N/A	
Installation Guide	Prior to each pilot	N/A	0001 0002
User Interface to Database Mapping	Prior to each pilot	N/A	0001 0002
User Guide	Prior to each pilot	As needed	0001 0002
Data Dictionary	Following each pilot	As needed	0001 0002

In addition to document submission, the Contractor shall participate in design reviews for both Title 5 and Title 38 design baseline with Contractor and VA personnel to ensure completeness and mutual understanding prior to beginning implementation of the tests/pilots. VA anticipates that the Title 5 critical design review will occur at or before 200 days after contract award, and the Title 38 critical design review will occur at or before 380 days after contract award.

5.3.4 HRIS Interface Requirements

The Contractor shall develop, implement and maintain interfaces according to the priority order established by VA as shown in Attachment G (Interfaces), which is a current list of known interfaces. Contractor shall be required to develop, implement, and maintain all interfaces required to meet the functional requirements of the PWS. At a minimum for the Title 5 pilot, the interfaces to PAID, DFAS, and eOPF are the highest priority and must be operational. The Contractor shall collaborate with VA to provide support in definition and understanding of these interfaces for implementation to meet the requirements within the PWS.

The interface to PAID will serve as the intermediary interface between the new provider system and the current PAID until the VA SSC is fully deployed and functional.

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A team of VA and Contractor personnel will be available to the Contractor to address and explain existing VA applications and their operation. The Contractor shall support the VA with VA-approved service level agreements (SLA) and/or Memoranda of Agreement/Understanding (MOA/MOU) or Interconnection Security Agreement (ISA) for all interfaces by providing any technical information necessary to successfully execute these documents. Metrics for interface performance will be captured and available to the COR upon request. The Contractor shall describe their current interfaces and describe the flexibility in and ability to create customized interfaces.

The Contractor shall design and build additional interfaces per CLINs 1003, 1006 and 1009 as may be required during the deployment in order to achieve system requirements. For estimation purposes, any future interfaces may require the following:

- A bi-directional interface requiring approximately 1920 hour level of effort. Complexity is expected to be less than that of the interface between HRIS and DFAS.
- An outbound only interface comparable in complexity to EHRI.

The Contractor shall attend technical working groups and conferences as needed with system owners to develop interfaces to meet requirements within the PWS.

Deliverable	Due	Update Frequency	CLIN
Interface Control Documents	At design review	As needed as interface details change	0001 0002
Interconnection Security Agreement	With ATO	As needed according to policy	0001 0002
Memoranda of Agreement/Understanding	With ATO	As needed according to policy	0001 0002

5.3.5 Configuration Management

The Contractor shall deliver a formal Configuration Management Plan and change control process for the new system hardware, software, and firmware components. Information systems will typically be in a constant state of migration with upgrades and these changes can have a significant impact on the security of the system. The Contractor shall document information system changes to the hardware, software, and firmware components, and to assess the potential impact on the security of the system on an ongoing basis as an essential aspect of maintaining the security authorization. The Contractor and VA shall both participate in the change control process that allows VA control over customization and system changes to meet their unique requirements at no additional cost.

The Contractor shall have a defined approach for configuration management and configuration control procedures and deliver as part of the Configuration Management Plan. The approach shall establish and maintain baseline configurations on hardware, software, firmware, and documentation for the HR LOB SSC solution. The Contractor shall manage change and the change control process throughout the development lifecycle in accordance with VA's change control process.

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Deliverable	Due	Update Frequency	CLIN
Configuration Management Plan	At design review	As changes are authorized by CCB	0001 0002

5.3.6 Business Process Mapping

The Contractor shall conduct an analysis of VA user activities to identify any potential changes to current business processes and activities that may be impacted by the system transition or the various processes proposed by the Contractor. The Contractor shall be required to create new documentation for future processes.

Deliverable	Due	Update Frequency	CLIN
Current State Business Process Maps	At design reviews	Updates to future state maps as changes occur during implementation	0001, 0002
Future State Business Process Maps	At design reviews	Updates to future state maps as changes occur during implementation	0001, 0002

5.3.7 Data Conversion and Migration

The Contractor shall deliver a detailed data migration plan and approach, including appropriate logic checks on all VA employees currently in the PAID system. Prior to the conversion of data, the Contractor shall identify and establish all appropriate system setup tables. The Contractor shall convert data and migrate data necessary to meet requirements to provide a shared service center capability as specified herein. The Contractor shall maintain separated employee records for 27 pay periods after the pay period the employee separations. The Contractor shall address the risks and challenges to converting data, including:

- The PAID system, in which the data is stored, was initially developed in the 1960s using COBOL. Attachments J and K contains a current, not all- inclusive listing of the Statistical Analysis System (SAS) language file for the PAID legacy system.
- PAID is not a date-based system.
- PAID is not a position-based system.
- Data is stored on tapes, some of which may be corrupted.
- Some changes to the data were created by overlaying the existing data in the field without a recorded transaction.

Based on current entries in data fields on the tapes and in DFAS, some conversion effort would be required to migrate current employee data to a new system. Most fields use OPM standard entries and they would not likely require additional conversion logic. VA also has unique data fields. The level of conversion effort has not been fully determined and the Contractor shall

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identify data conversion levels and requirements as part of the design phase. The Contractor shall produce a complete, comprehensive data dictionary. Attachment H contains a current, not all-inclusive, listing of some of the fields requiring data conversion. VA retains ownership of all data produced as a result of the conversion.

VA will provide information available from the PAID system for pay period data history files with a master record for each employee for each pay period and Nature of Action (NOA) files for all actions processed during that time. The NOA files do not have all data elements from the master record. In addition to the data in the PAID system, there are several other potential sources of data. These sources include information that is regularly transmitted to OPM and stored in the EHRI database, as well as data that is transmitted and stored in the DFAS payroll system.

Deliverable	Due	Update Frequency	CLIN
Data Conversion and Migration Plan	At Title 5 PDR	As needed	0001
Data Dictionary	At Title 5 PDR	As needed	0001

5.3.8 Demonstrations, Tests and Pilots

There are various activities to demonstrate the HRIS shared service center capability to support the HR LOB VA requirements across the Title 5 and Title 38 population. The Title 5 test and pilot will cover no more than 6,000 employees, and the Title 38 test and pilot will cover no more than 20,000 employees. The Contractor shall develop a test plan that encompasses, at a minimum, the following testing types:

- Unit testing.
- Integration testing.
- Interfaces testing.
- Regression testing.
- Pilot or beta testing.
- Cycle testing.
- User acceptance testing.
- VA Section 508 testing.
- Assessment and authorization (A&A) testing.
- Parallel payroll testing for two pay periods.

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During the system transition, the Contractor shall obtain VA input and approval on both the initial (incomplete, draft) test scripts as well as the final (completed) test scripts. Test scripts shall include each element tested with mapping to the requirements, as well as a pass/fail indication. The Contractor shall maintain a separate, fully configured test system to which specified VA personnel will have access. The Contractor shall also create and maintain complete and accurate interface control documents and configuration files, and update these upon authorized changes.

The Contractor shall conduct the following demonstrations, tests and pilots of the system within the first three PMAS increments:

- First Increment: Title 5 demonstration, to include end users using the solution in a test environment. - NLT 180 days after contract award (DACA).
- Second Increment: Title 5 test (with AITC/DFAS interfaces) - NLT 290 DACA; Title 5 pilot and user acceptance test - NLT 360 DACA; Title 38 demonstration – NLT 360 DACA.
- Third Increment: Title 38 test - NLT 470 DACA; Title 38 pilot, to include end users using the solution in a test environment. and user acceptance test – NLT 535 DACA.

The Title 5 functional demonstration will show the functional capability and proposed business mapping to include screen shots as available. This demonstration will provide VA with the baseline and recommended or expected functional changes and provide a gap analysis and expected configuration changes and capability implementation. The Title 5 test will demonstrate and verify the AITC and DFAS interfaces as well as any other interfaces available.

The Contractor shall conduct any agreed upon expansion of the tests and/or pilots. At least two successful parallel payroll runs are required as a checkpoint before official deployment and conclusion of the test period for each pilot. Once the system is in operation, the Contractor shall implement an automated testing system that routinely checks basic functionality and interfaces. Testing results will be presented in a report that includes defect discovery, analysis, corrective action plan and/or resolution. Solutions to issues will be posted on the dashboard.

VA will assign an independent verification and validation (IV&V) or independent operational test & evaluation (IOT&E) team (or both) to the project. An IV&V team will review project deliverables, scope, and project plan and ensure that the Contractor is meeting contractual requirements regarding documentation and timeliness. An IOT&E team will review requirements and/or test the system to ensure that the Contractor is meeting contract terms concerning the technical requirements.

The Contractor shall support test readiness reviews for the Title 5 and Title 38 tests. These reviews will occur within 45 days prior to the tests. The Contractor shall collaborate with VA to identify critical areas to develop go-no go decision criteria. A completed go-no go form will be addressed at the test readiness review.

Deliverable	Due	Update Frequency	CLIN
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Test Plan	10 days before test readiness reviews	Updates as test plan changes	0001, 0002
Test Scripts	10 days before test readiness reviews	Updates as test plan changes	0001, 0002
Test Scenarios	10 days before test readiness reviews	Updates as test plan changes	0001, 0002
Test Cases	10 days before test readiness reviews	Updates as test plan changes	0001, 0002
Test Report	Within 10 days of test conclusion	N/A	0001, 0002

5.3.9 User Training

The Contractor shall provide classroom training to develop a cadre of VA trainers for classroom training throughout for the VA as follows:

CLIN 0001: Train the HR LOB staff (20 users) and pilot users (no more than 6,000 users for Title 5) to use the new solutions.

CLIN 0002: Train the HR LOB staff (20 users) and pilot users (no more than 20,000 users for Title 38) to use the new solutions.

CLIN 1001: Provide 24 Train-the-Trainer sessions to allow for at least 25 participants in each session to support deployment in accordance with Section 5.8.

CLIN 2001: Provide refresher training as required to maintain proficiency to use the solutions.

CLIN 3001: Provide refresher training as required to maintain proficiency to use the solutions.

CLIN 4001: Provide refresher training as required to maintain proficiency to use the solutions.

CLIN 5001: Provide refresher training as required to maintain proficiency to use the solutions.

CLIN 6001: Provide refresher training as required to maintain proficiency to use the solutions.

CLIN 7001: Provide refresher training as required to maintain proficiency to use the solutions.

The training shall permit the VA instructors to provide hands-on support to users who may be encountering difficulties after receiving vendor training.

The vendor shall provide online training beginning with pilot of Title 5 in CLIN 0001 and updated with pilot of Title 38 in CLIN 0002. The online training shall be supported throughout the performance period of the task order and updated as required to support changes to the system. The requirements for delivering any online course are 1) the contractor shall deliver a course that works with the VA TMS (Plateau LMS version 6.3.10) and 2) with the VA technical infrastructure, and 3) is 508 conformant as determined by the VA. Upon award, VA will provide technical and design standards.

The VA shall own the copyright for any material developed for training. The work performed will be as a work-made-for-hire, as defined under the U.S. Copyright Act, Section 101. You are, at any rate, prohibited from claiming copyright protection for this work. All materials supplied to

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you as well as the work that you produce for VA is the sole property of VA and may not be used for any other purpose.

Training for the users in the pilot projects shall be the most efficient, cost effective method.

The Contractor shall provide as part of the training package:

- A training plan that clearly defines the approach to systems training for both Title 5 and Title 38 for VA administrators and end users across the U.S. and territories, and to all users, managers, and staff with significant security responsibility.
- Training manuals (electronic) available for download for participants and trainers.
- An embedded help system within the training solution.
- An online set of frequently asked questions (FAQs).
- Training material to be placed on the VA Training Management System (TMS) and updated as needed.
- User Guides and Standard Operating Procedure (SOP) for HR professionals and employees to perform self-service operations.

Deliverable	Due	Update Frequency	CLIN
Training Plan	15 days prior to pilot start dates	As needed	0001, 0002
Training Package	15 days prior to pilot date	As changes occur during implementation	0001, 0002
Standard Operating Procedures	With future state process maps	As changes occur during implementation	All
User Guide	Prior to each pilot	As needed	0001, 0002

5.3.10 Change Management

The Contractor shall provide a Change Management Plan and a change management team that can work with VA to define an overall change management strategy for implementation across the entire Department (VHA, VBA, NCA, staff offices, and any independent internal organizations). The change management strategy shall include the following activities:

- Identifying issues related to change during the course of the project.
- Assessing impact of proposed system changes on VA organizational business processes.
- Communicating business process changes and data changes to VA so that field units can implement these changes.

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- Reporting in the bi-weekly report to VA on all change management efforts and progress of such efforts.

Deliverable	Due	Update Frequency	CLIN
Change Management Plan	20 days prior to Title 5 pilot	N/A	0001

5.3.11 Continuity of Operations Planning and Contingency Planning

The Contractor shall maintain and provide upon request a continuity of operations plan (COOP) that complies with guidance contained in [Federal Preparedness Circular 65 \(FPC-65\)](#) and any subsequent updates for providing continuity of operations in the event of an emergency or disaster. The Contractor shall have the HR LOB SSC solution operational within 12 hours of COOP activation.

The Contractor will be required to perform an annual test of the Contractor's disaster recovery plan. That test shall meet federal standards and applicable VA standards. VA reserves the right to observe the Contractor's disaster recovery testing process.

The Contractor shall have a contingency plan as required by Appendix III to OMB Circular A-130, NIST 800-53 Revision 3 and NIST 800-34 and any subsequent updates. At a minimum, the plan should include testing and training for the contingency and back-up operations, alternate storage and processing sites, and alternate telecommunication services. The Contractor shall designate a site meeting all requirements for an alternate storage and operations site. The Contractor shall perform disaster recovery exercises, describe the scope and results of the recovery exercise, and note and resolve any deficiencies.

Deliverable	Due	Update Frequency	CLIN
Continuity of Operations Plan (COOP)	15 days prior to pilots	As needed	0001, 0002
Disaster Recovery Plan	15 days prior to pilots. Could be combined with Continuity of Operations Plan and/or Contingency Plan already listed as deliverable; must be severable	As needed according to policy	0001 0002
Contingency Plan	Could be combined with the Disaster Recovery Plan and/or COOP Plan; must be severable	As needed according to policy	0001, 0002

NOTE: These may be combined but must be severable.

5.4 Regulatory Compliance

In accordance with established VA IT architecture policies, any data or information asset that is deemed protected under the [Federal Information Security Management Act \(FISMA\)](#) and the Privacy Act of 1974, browser-based clients and back-end systems must meet federal and agency regulations regarding security. Since the Contractor is delivering services to a federal agency and handling federal employee information, the Contractor will be governed by the provisions of the [Federal Privacy Act \(FPA\)](#). The Contractor shall comply with [52.224-1](#) and [52.224-2](#), Privacy

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Act. For the purposes of 5 U.S.C. 552a (i) (US Code for records maintained on individuals), the Contractor and its employees will be held to the same standards as federal employees.

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when federal departments or agencies develop, procure, maintain, or use electronic and information technology (EIT), that they shall ensure it allows federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other federal employees. The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure EIT.

These standards are found in their entirety at the [Section 508 website](#) and the [Access Board website](#). The Contractor shall comply with the technical standards as marked:

§ 1194.21 Software applications and operating systems.

§ 1194.22 Web-based intranet and internet information and applications.

§ 1194.23 Telecommunications products.

§ 1194.24 Video and multimedia products.

§ 1194.25 Self-contained, closed products.

§ 1194.26 Desktop and portable computers.

§ 1194.31 Functional performance criteria.

§ 1194.41 Information, documentation, and support.

The Contractor is advised to reference Attachment Q for details on Section 508 compliance for the VA.

The Contractor shall meet security and authorization requirements as described in the current and any future version of VA Directive 6500 Information Security Program (found at <https://vaww.infoprotection.va.gov/index.aspx>) as described in the PWS.

- Ensure that necessary FISMA security compliance documentation has been submitted and approved.
- Comply with Section 508 standards.
- Pass the Department's assessment & authorization (A&A) process before loading any VA sensitive data onto the system.

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- Conduct a privacy impact and data sensitivity assessment before loading any VA sensitive data to the system.
- Meet password standards for VA and the federal government.
- Comply with IT security requirements to have in place system interconnection documents (i.e., Memorandum of Understanding or Interconnection Security Agreement - MOU-ISA), per current version of VA Handbook 6500.
- Provide employees who have undergone successful background checks by Moderate Background Investigation (MBI) for those who will have access to sensitive employee data.
- Obtain and maintain system authorization by completing all documentation, remaining aware of risks and vulnerabilities, and performing all annual reporting and testing requirements.
- Provide VA with a comprehensive security plan that meets Appendix III of OMB Circular A-130 and NIST standards.
- Adhere to all interconnectivity security agreements. The Contractor shall acquire security certification as mandated by Appendix III of OMB Circular A-130, NIST 800-53 Revision 3, [NIST 800-37](#), and current version of VA Handbook 6500.
- Incorporate security into the system life cycle and integrate with agency strategic and operational planning processes.
- Complete a plan of actions and milestones document that includes all weaknesses from audit reports and from testing.

The Contractor shall use the flowchart in the current and any future version of VA Directive 6500 to ensure that all requirements are met.

5.5 CERTIFICATION AND ACCREDITATION (C&A)

The C&A process is also known as Assessment and Accreditation (A&A). VA Handbook 6500.6 and VA Handbook 6500.3 provides guidance to Contractors who are awarded contracts to develop and host information systems that contain VA data. VA follows NIST and OMB policies and procedures concerning information system assessment and accreditation (A&A). Prior to receiving any production VA data for use in the new solution, the VA will request documentation through the contracting officer representative (COR) to verify the security accreditation status of the vendor's solution. Documentation requested will include but not be limited to system security plan (SSP), authority to operate (ATO) determination letter or third-party security accreditation (i.e. SSAE-16, DIACAP).

VA personnel will review provided documentation to ensure the vendor meets VA's policies and standards concerning information security before the system is authorized for use by VA

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employees and other associated entities. VA COR will be informed of the A&A review results. Successfully meeting the A&A requirements will enable the system to be used in production; however a formal ATO will not be issued from the VA. If security remediation action is required, this will be communicated to the Contractor through the VA COR.

The Contractor shall not comingle VA's production data with non-VA data.

The Contractor shall be required to ensure their solution meets appropriate VA information security requirements.

The Contractor shall develop and maintain a system A&A package. The Contractor shall be responsible for security control testing by an independent third party test organization as defined by NIST 800-37, Rev.1 in conjunction with the security controls in the Moderate-impact baseline as defined NIST SP 800-53, Rev. 3.

The Contractor shall provide all system documentation required for certification and work with VA personnel to facilitate the successful completion of the A&A process.

The C&A package shall consist of the following documents:

1. System Security Plan (Guidance is found in NIST SP 800-18)
2. Risk Assessment (Guidance is found in NIST SP 800-30)
3. Signatory Authority
 - a) Guidance is found in NIST SP 800-18
 - b) Signatory Authority Template supplied by the VA
 - c) All package submissions must include this document signed and dated by the appropriate parties
4. Contingency Plan (Guidance is found in NIST SP 800-34 and VA Handbook 6500)
5. Incident Response Plan (Guidance is found in NIST SP 800-61 and VA Handbook 6500)
 - a) NSOC is responsible for National level tasks associated with incident response. Each site is responsible for developing local level procedures incorporating NSOC areas or responsibility
6. Configuration Management Plan (Guidance is found in NIST SP 800-70 and VA Handbook 6500)
7. Security Configuration Checklists (Guidance is found in NIST SP 800-70)
8. System Interconnection Agreements (Guidance is found in NIST SP 800-47 and VA Handbook 6500)

Deliverable	Due	Update Frequency	CLIN
Voluntary Product Accessibility Template (VPAT)	Must be submitted within thirty calendar days from task order award.	N/A	N/A
Authority To Operate (ATO) Certification	Prior to pilot of Title 5 and Title 38	As system changes require new ATO	0001 0002

5.6 System, Data, and Personnel Security Requirements

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All contract personnel shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract. The contractor shall incorporate these requirements into subcontracts, employment agreements, and other documents in order to comply with the above requirement.

5.6.1 Contractor Personnel Security Requirements

All contract personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

All contract personnel working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

The Contractor shall provide prescreened personnel as part of granting access to the computer systems. In accordance with Appendix III to OMB Circular A-130, the Contractor is expected to review each position and assign a level of risk. The level of risk should have a type of screening appropriate to the personnel who are required to perform each position. The system will be capable of validating users through the Common Access Card or equivalent. The Contractor must meet NIST personnel security requirements.

The position sensitivity and the level of background investigation commensurate with the required level of access is Medium. This level requires OPM to perform a MBI (Moderate Background Investigation). The Contractor shall submit or have their personnel submit the appropriate forms for a Moderate Background Investigation to the VA Office of Security and Law Enforcement within 30 calendar days of receipt.

The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language. The Contractor shall provide the name, address, and date of birth, Social Security Number and any other pertinent and relevant information of the Contractor personnel assigned to this project to the COR and CO prior to Project Kickoff Meeting.

The Contractor(s) and Contractor point of contact (POC) will receive an email notification from the Security and Investigation Center (SIC) identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background clearance was requested. Reminder notifications will be sent if the complete package is not submitted by the due date.

If the security clearance investigation is not completed prior to the start date of the task order, the contract employee may work on the task order with an initiated status while the security clearance is being processed. However, the Contractor will be responsible for the actions of the

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Contractor personnel they provide to perform work for VA. In the event damage arises from work performed by Contractor personnel, under the auspices of the task order, the Contractor will be responsible for resources necessary to remedy the incident.

The investigative history for Contractor personnel working under this task order must be maintained in the databases of either the OPM or the Defense Industrial Security Clearance Organization (DISCO).

The Contractor, when notified of an unfavorable determination by VA, shall withdraw the employee from consideration in working under the task order.

Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

Cost of Background Investigations will be borne by the organization requesting the investigation. For contractors and its personnel performing the contract, the VA office or organization that is requesting the procurement will coordinate with the designated contracting officer to ensure VA initiates the necessary investigations and/or screenings for contractor personnel. .

5.6.2 Access to VA Information and VA Information Systems

The following requirements apply:

- The Contractor shall request logical (technical) or physical access to VA information and VA information systems for their personnel and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- If custom software development is outside the U.S., all security requirements of VA Directive 6500 must be met. The contractor must state where all non-U.S. services are provided and detail a security plan specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth.
- The Contractor shall notify the COR immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor's employ. The COR must also be notified immediately by the contractor prior to an unfriendly termination.

5.6.3 VA Information Custodial Language

The following requirements apply:

- Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of VA.

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- VA information shall not be co-mingled with any other data on the contractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. The contractor must ensure that VA's information is returned to VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- Prior to completion of this contract, contractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by VA. . When requested by the COTR, any data destruction done on behalf of VA by a contractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and the latest version of VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the COR within 30 days of completion of the task order.
- The contractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable Federal Information Processing Standards (FIPS) or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- The contractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor electronic storage media for restoration in case any electronic equipment or data used by the contractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or terminate the contract.
- The contractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- The contractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

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- Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

5.6.4 Information System Design and Development

The following requirements apply:

- Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, Health Insurance Portability and Accountability Act (HIPAA), NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic Personal Health Information (PHI), outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference and the latest version of Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle, a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.
- The contractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
- The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.
- Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to

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Federal Information Systems, and the latest version of VA Handbook 6500, Information Security Program and the latest version of VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

- The contractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.
- The contractor shall:
 - Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - The Systems of Records (SOR). and
 - The design, development, or operation work that the contractor is to perform.
 - Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and
 - Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which require the design, development, or operation of such a SOR.
- In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor is considered to be an employee of the agency.
 - “Operation of a System of Records” means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.
 - “Record” means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person’s name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

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- “System of Records” means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.
- The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as “Systems”), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hot fixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.
- The vendor shall notify VA (VA PM, COR, Information Security Officer (ISO), VA Network Security Operations Center) via email within one hours of the discovery or disclosure of successful exploits of the vulnerability, which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than one calendar day unless otherwise stated by the COTR..
- When the Security Fixes involve installing third party patches (such as Microsoft Operating System patches or Adobe Acrobat), the vendor shall provide written notice to VA that the patch has been validated as not affecting the Systems within ten calendar days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 1 day after the Security Fix has been validated as not affecting the System..
- All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) will only be granted with approval of the CO and the VA Assistant Secretary for Office of Information and Technology and coordinated with the Contracting Officer.

5.6.5 Information System Hosting, Operation, Maintenance, or Use

The following requirements apply:

- For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor’s security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA’s network involving VA information must be reviewed and approved by VA prior to implementation.

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- Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.
- Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires assessment and authorization (A&A) of the contractor's systems in accordance with the latest version of VA Handbook 6500.3, Assessment and Authorization and/or the VA OCS Certification Program Office. VA-owned (VA facility or VA equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.
- The contractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by VA. Contractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per the latest version of VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.
- The contractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. VA reserves the right to conduct such an assessment using VA personnel or another contractor. The contractor must take appropriate and timely action to correct or mitigate any weaknesses discovered during such testing, at no additional cost.
- VA prohibits the installation and use of personally owned or contractor owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for VA furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems

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must be equipped with antivirus (AV) software and a personal (host-based or enclave based) firewall that can be configured with the VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

- All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with the latest version of VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor or any person acting on behalf of the contractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors that contain VA information must be returned to VA for sanitization or destruction or the contractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of completion of the contract.

5.6.6 Security Incident Investigation

The following requirements apply:

- The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor shall immediately notify via email the COR and simultaneously, the designated VA ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor has access.
- To the extent known by the contractor, the contractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where VA information or assets were placed at risk or compromised), and any other information that the contractor considers relevant.
- In instances of theft or break-in or other criminal activity, the contractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA Office of Inspector General (OIG) and Security and Law Enforcement. The contractor shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

5.6.7 Liquidated Damages for Data Breach

The following requirements apply:

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- Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor processes or maintains under this contract.
- The contractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- Each risk analysis shall address all relevant information concerning the data breach, including the following:
 - Nature of the event (loss, theft, unauthorized access).
 - Description of the event, including:
 - Date of occurrence.
 - Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code.
 - Number of individuals affected or potentially affected.
 - Names of individuals or groups affected or potentially affected.
 - Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text.
 - Amount of time the data has been out of VA control.
 - The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons).
 - Known misuses of data containing sensitive personal information, if any.
 - Assessment of the potential harm to the affected individuals.

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- Data breach analysis as outlined in the latest version of 6500.2 Handbook, Management of Security and
- Privacy Incidents, as appropriate.
- Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- Based on the determinations of the independent risk analysis, the government reserves the right to assess liquidated damages per instance to cover the cost of providing credit protection services to affected individuals consisting of the following:
 - Notification.
 - One year of credit monitoring services consisting of automatic daily monitoring of at least three relevant credit bureau reports.
 - Data breach analysis.
 - Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution.
 - One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible. and
 - Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

5.6.8 Security Controls Compliance Testing

In accordance with VA Handbook 6500.6, the government reserves the right to perform inspections.

5.6.9 Security Training

The following requirements apply:

- All contractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Attachment L relating to access to VA information and information systems.

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- Successfully complete VA Privacy and Information Security Awareness and Rules of Behavior training and annually complete required security training.
 - Successfully complete the appropriate VA privacy training and annually complete required privacy training.
 - Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access This training will be specified by the COTR.
- The contractor shall provide to the contracting officer and the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within one week of the award of the contract and annually thereafter, as required.
 - Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for loss of all electronic access privileges.

Deliverable	Due	Update Frequency	CLIN
System Security Plan	10 days prior to first pilot	As needed according to policy	0001
System Security Guide	10 days prior to first pilot	As needed	0001
Information Systems Pre-Approval Package	10 days prior to first pilot	N/A	0001
Privacy Impact Assessment	90 DACA	N/A	0001
Security Configuration Checklist	10 days prior to first pilot	As needed	0001
Incident Response Plan	180 DACA	As needed according to policy	0001

5.7 Operations and Support

The Contractor shall use their facilities and equipment to provide hosting set-up, system interfaces, and basic data migration throughout the life of the task order. This will include the initiation of the pilot implementations of the Title 5 and Title 38 demonstration projects. Contractor shall also provide all necessary services in support of the tasks as described elsewhere in the PWS, including, but not limited to, the following or as determined and described by contractor's technical approach.

5.7.1 Maintenance

The Contractor shall perform routine preventive and regular maintenance on the components of the information system in accordance with manufacturer or vendor specifications and/or organizational requirements. The Contractor shall establish, populate and maintain VA specific tables. The Contractor must have effective controls on the tools, techniques, mechanisms, and personnel used to conduct information system maintenance. All vulnerabilities and patching shall be kept current. The Contractor shall report any vulnerability or patch that is not resolved or will not be resolved within approved time limits immediately to the information assurance manager for disposition.

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The Contractor shall develop routine maintenance schedules for approval by the COR or by a designate. Routine maintenance will be conducted during off hours. If significant maintenance or an improvement is to be performed, then these events should occur during off hours.

The Contractor will bring emergency maintenance issues or system outages during normal business hours of operations to the attention of the COR and VA project manager as quickly as possible but not to exceed ten minutes from recognition. User notification will be the responsibility of the Contractor. Response time not to exceed ten minutes means that a technical support representative will respond via email or phone within ten minutes of a technical support ticket being opened. The issue may not be fixed in ten minutes from the time a support ticket has been opened because it would be unwise to assume that all technical support issues could be resolved in a ten minute period. Response may include a fix, a request for more information or any other communication aimed at resolving the issue. The Contractor shall maintain an Issue Tracking Log documenting issues and their resolution.

Contractor shall accommodate and make system changes, in coordination with the COR, in accordance with OPM changes to GPPA, GPDA, CPDF/EHRI reporting or regulation; public law; executive orders and VA policy changes that impact the HRIS solution at no cost to the customer.

Deliverable	Due	Update Frequency	CLIN
Operation and Maintenance Plan	At award of CLIN 2001	As needed	2001
Operations and Maintenance Responsibility Matrix	At award of CLIN 2001. May be combined with Operation and Maintenance Plan	As needed	2001
Production Operations Manual	After pilots	As needed	2001
Routine Maintenance Schedule	At award of CLIN 2001	As scheduled maintenance plans change	2001
Issues Tracking Log	45 DACA	Updates as issues arise	2001

5.7.2 Technical Help-Desk Functionality

The Contractor shall establish and maintain a help desk or call center functionality for VA customers. The help desk must operate between the hours of 6:00 AM and midnight Eastern Time Monday through Friday and perform in accordance with the metrics in Attachment F. Help desk establishment shall begin with the start of the Title 5 pilot and be maintained throughout the life of the task order, adjusting to meet ever growing requirements as more users are rolled out.

5.8 Deployment

The Contractor shall deploy the VA HR system to the approximately 331,405 employees in accordance with the agreed upon deployment plan per contract specifications.

In developing their plan, the Contractor shall consider the following parameters:

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- VA facilities may be deployed for Titles 5 & 38 pilots under CLIN 1001.
- No less than 40,000 employees and no more than 55,000 employees per four (4) month period. The first four-month period will deploy Title 5 employees only at a ceiling of 32,000 employees. The second four-month period will commence once the Title 38 pilot is successfully completed. There is no gap between periods thereafter. Of the 331,405, 26,000 employees will have already been deployed under CLINs 0001 and 0002. CLIN 1001 does not require the deployment of the uncompensated population as identified in Section 1.3.
- Each deployment period shall include, but not be limited to:
 - A pre-deployment preparation period, including data migration and training.
 - A deployment period.
 - A stabilization period of at least two (2) pay periods.
 - Lessons learned recorded and applied to subsequent deployments.

The Contractor shall host, operate, and maintain all capabilities designed and developed and additionally shall continue to provide the following:

- Conduct user training (per [Section 5.3.9](#))
- Continue change management activities (per [Section 5.3.10](#))
- Continue operations and support of the SSC (per [Section 5.6](#))
- Design, develop and implement additional interfaces (per [Section 5.3.4](#))
- Test new interfaces and functionality (per [Section 5.3.4](#))
- Continue supporting the PMAS process (per [Section 5.2.3](#))
- Adhere to all security requirements (per [Section 5.5](#))

During the implementation of new functionality/interfaces, the Contractor shall be responsible for obtaining VA input and approval on both the initial (incomplete, draft) test scripts as well as the final (completed) test scripts. Test scripts shall include each element tested with mapping to the requirements, as well as a pass/fail indication. The Contractor shall maintain a separate, fully configured test system to which specified VA personnel will have access. The contractor shall also create and maintain complete and accurate Interface Control Documents and configuration files, and update these upon authorized changes.

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VA will assign an independent validation and verification (IV&V) or independent operational test & evaluation (IOT&E) team (or both) to the project. An IV&V team would review project deliverables, scope, and project plan and ensure that the Contractor is meeting contractual requirements regarding documentation and timeliness. An IOT&E team would review requirements and/or test the system to ensure that the Contractor is meeting contract terms concerning the technical requirements.

Deliverable	Due	Update Frequency	CLIN
Deployment Plan	With Title 5 & Title 38 Pilots	As needed	0001 0002
Site Readiness Checklist	10 calendar days prior to site deployment		0001, 0002, 1001

5.9 Phase-Out

The Contractor shall develop and submit a comprehensive phase-out plan within 90 days prior to task order completion. The Contractor's phase-out plan shall achieve a smooth and orderly transfer of responsibility to a successor and ensure no disruption or adverse impact to the day-to-day conduct of VA business. This shall include but not be limited to all functional transactions based on development, test and deployment to migration to the new operational capability in the base year to include legacy and new systems interfaces and migration as defined in the interfaces. VA retains the exclusive rights to all data, modifications and system configurations in accordance with FAR Subsection 27.404-1.

Deliverable	Due	Update Frequency	CLIN
Phase Out Plan	90 days prior to task order end	N/A	N/A

5.10 Deliverables

The Contractor shall meet the following schedule of deliverables. All deliverables shall be submitted to the COR. Unless otherwise stated, all periods are in workdays. With the exception of status reports and where noted otherwise, all documents will be delivered in draft form for VA review. VA will provide comments on draft documents within 15 days, and the Contractor shall submit final documents 5 days after receipt of VA comments. CLIN references indicate the first CLIN when deliverable is due; recurring reports and documents continue throughout contract period.

Deliverable	Due Date	Update Frequency	CLIN
Governance Plan	20 days after task order award	As needed	0001
Bi-Weekly Status Reports	Bi-weekly on Wednesday	Bi-weekly	ALL CLINS
Meeting minutes and materials	As required	N/A	ALL CLINS
Risk Management Plan *	20 days after task order award	As needed	0001
Risk Log *	As attachment to status report	Bi-weekly	ALL CLINS
Quality Control Plan	20 days after contract award	As needed; minimum when QASP is changed	0001

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Deliverable	Due Date	Update Frequency	CLIN
Roles & Responsibilities Matrix	20 days after contract award	As needed	0001
Project Management Plan *	Draft at Kickoff and first final at IBR	As needed; minimum review at each PMAS increment start	0001
Communication Plan	With PMP	As needed; minimum review at each PMAS increment start	0001
System Design Document *	90 DACA	Updates as required at least 15 days before each design review	0001
Requirements Traceability Matrix	With SDD	Updates as needed; submit with SDD updates	0001
Configuration Files	Following each pilot	As needed as configuration changes	0001
System Architecture Document	At design review	As needed as architecture changes	0001 0002
Interface Control Documents	At design review	As needed as interface details change	0001 0002
Configuration Management Plan	At design review	As changes are authorized by CCB	0001 0002
Interconnection Security Agreement	With ATO	As needed according to policy	0001 0002
Memoranda of Agreement/Understanding	With ATO	As needed according to policy	0001 0002
Product Architecture Document	At design reviews	As needed	0001 0002
Functional Flow Document	At design reviews	As needed	0001 0002
Hardware Architecture Document	At design reviews	As needed	0001 0002
Topological Architecture Diagram	At design reviews	As needed	0001 0002
Nodes Connectivity Diagram	At design reviews	As needed	0001 0002
Technical Manual	Prior to each pilot	As needed	0001 0002
Systems Management Guide	Prior to each pilot	As needed	0001 0002
Version Description Document	Once for each new version	As needed	ALL CLINS
Release Notes	Prior to each release	As needed	ALL CLINS
Installation Guide	Prior to each pilot	As needed	0001 0002
User Interface to Database Mapping	Prior to each pilot	As needed	0001 0002
User Guide	Prior to each pilot	As needed	0001 0002
Continuity of Operations Plan (COOP)	15 days prior to pilots	As needed	0001 0002

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Deliverable	Due Date	Update Frequency	CLIN
Disaster Recovery Plan	15 days prior to pilots. Could be combined with Continuity of Operations Plan and/or Contingency Plan already listed as deliverable; must be severable	As needed according to policy	0001 0002
Contingency Plan	Could be combined with the Disaster Recovery Plan and/or COOP Plan; must be severable	As needed according to policy	0001 0002
Voluntary Product Accessibility Template (VPAT)	Must be submitted with quote	N/A	N/A
System Security Plan	Prior to first pilot	As needed according to policy	0001 0002
System Security Guide	Prior to first pilot	As needed	0001 0002
Information Systems Pre-Approval Package	Prior to first pilot	N/A	0001 0002
Privacy Impact Assessment	90 DACA	N/A	0001 0002
Security Configuration Checklist	Prior to first pilot	As needed	0001 0002
Incident Response Plan	180 DACA	As needed according to policy	0001 0002
Production Operations Manual	After pilots	As needed	0001 0002
Current and Future State Business Process Maps	At design reviews	Updates to future state maps as changes occur during implementation	0001 0002
Data Conversion and Migration Plan	At Title 5 PDR	As needed	0001 0002
Data Dictionary	At Title 5 PDR	As needed	0001 0002
Test Plan	10 days before test readiness reviews	Updates as test plan changes	0001 0002
Test Scripts	10 days before test readiness reviews	Updates as test plan changes	0001 0002
Test Scenarios	10 days before test readiness reviews	Updates as test plan changes	0001 0002
Test Cases	10 days before test readiness reviews	Updates as test plan changes	0001 0002
Test Report	Within 10 days of test conclusion	N/A	0001 0002
Training Plan	15 days prior to pilot start dates	As needed	0001 0002
Training Package	15 days prior to pilot start dates	As changes occur during implementation	0001 0002
Standard Operating Procedures	With future state process maps	As changes occur during implementation	ALL CLINS
Change Management Plan	20 days prior to Title 5 pilot	N/A	0001
Operation and Maintenance Plan	Beginning of first option year	As needed	2001
Operations and Maintenance Responsibility Matrix	May be combined with Operation and Maintenance Plan	As needed	2001

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SECTION C – PERFORMANCE WORK STATEMENT

Deliverable	Due Date	Update Frequency	CLIN
<u>Routine Maintenance Schedule</u>	Beginning of first option year	As scheduled maintenance plans change	2001
<u>Issues Tracking Log</u>	45 DACA	Updates as issues arise	2001
<u>Deployment Plan</u>	With Title 5 pilot start	As needed	0001 0002
<u>Site Readiness Checklist</u>	10 days prior to site deployment		0001, 0002, 1001
<u>Transition Plan</u>	Initial draft due 180 DACA and final 240 DACA	As needed	N/A
<u>Phase Out Plan</u>	90 days prior to contract end	N/A	N/A
<u>Monthly Status Meetings</u>	Monthly: last Friday of each month	Monthly	All
<u>Migration Report</u>	10 th day of the month after end of each month	Monthly	N/A

*Denotes a document required for PMAS compliance.

Attachments

Task ID 02FL36100802
SECTION C – PERFORMANCE WORK STATEMENT

Attachment A: Requirements Matrix

#	Requirement
VA001	Maintain benefits for specific types of employee leave
VA002	Store benefits plan for employee
VA003	Enforce benefits eligibility requirements
VA004	Support benefits enrollment
VA005	Determine employee eligibility for benefits based on non-pay and leave without pay requirements
VA006	Automatically transmit self service changes of benefits to eOPF
VA007	Provide notifications/communications to employee for confirmation of transaction processing changes to employee benefit plans
VA008	Ability to electronically notify HR offices of employee self service benefits changes.
VA009	Provide an online reference library to assist employees in understanding benefits
VA010	Make changes to benefits based on employee self service elections in accordance with OPM benefits rules and automatically update changes in HR solution
VA011	Allow employees to maintain some benefits information via self service (for example, health, TSP, etc.)
VA012	Allow the input of payroll data fields as identified by VA
VA013	Provide compensation management capability in order to store and process HR data when processing personnel actions
VA014	Provide a multi-tier customer support on the use of the tools and the automated process
VA015	Provide an Entry on Duty solution that will provide system functionality allowing for pass through of requisite new hire data from USA Staffing to the HR system for use in personnel action processing, benefits management and compensation management
VA016	Provide a solution that supports entry on duty (EOD) activities in accordance with OPM and VA EOD requirements
VA017	Provide an EOD solution with on-boarding functionality and capabilities to allow for web-based benefits elections, and completion of benefits forms
VA018	Provide ability to generate electronic OPM forms and VA specific forms
VA019	Provide ability to generate electronic signatures
VA020	Provide user friendly system easy to navigate with minimal keystrokes
VA021	Provide drop-down menus and keyed data entry with online help links capabilities

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VA022	New HRIS solution provider should incorporate records management and archival functions into the design, development and implementation of the new solution as required by OMB Circular A-130, para. 8a(1)(k).
VA023	New HRIS solution provider should incorporate records management controls into the solution to ensure that VA records can provide adequate and proper documentation of VA business for as long as the information is needed (i.e. for NARA-approved retention period)
VA024	Ability to automatically process premium pay for eligible hybrid employees.
VA025	System allows various pay flexibilities and allowances such as critical pay, reservist differential, foreign and non-foreign COLA, etc.
VA026	Update Federal Wage Systems pay schedules based on changes and automatically process the resulting pay adjustments.
VA027	Maintain various pay systems (i.e. SES, non-SES, wage grade, physicians and dentists, nurses, residents etc.) in accordance with OPM and VA rules and regulations.
VA028	Track and store past personnel actions based on effective dates
VA029	Provide the capability to generate standard remarks in accordance with the Guide to Processing Personnel Actions and VA specific remark requirements
VA030	Provide ability to store remarks for employee personnel actions
VA031	Provide ability to enter remarks for employee personnel actions and automatically generate known applicable remarks
VA032	Allow for processing personnel actions for various pay schedules with rules applicable to VA pay schedules.
VA033	Modify individual employee data fields and records without processing a personnel action unless the data elements are required on the SF-50
VA034	Allow for input of personnel actions at any time during the pay period
VA035	Allow for the input of Military Furlough Start Date based on employee deployment papers
VA036	Provide the ability to transfer employees across stations between pay periods
VA037	Provide ability to update salary tables online, such as nurse, LPN, special rates, and route tables for review and approval
VA038	Allow for the input and maintenance of non-federal employees (fees basis, without compensation (WOC), consultants, etc.)
VA039	Allow for the input and tracking of severance pay
VA040	Allow electronic signature on mass actions
VA041	Process automatic step increase at defined dates for select employees or employee groups
VA042	Provide an audit trail to track and monitor status and/or changes for data elements that includes what is changed, who changed it and when it was changed.

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VA043	Allow users outside of US the ability to access and input into HR solution
VA044	Accommodate rules surrounding piece workers
VA045	Accommodate rules surrounding purchase and hire
VA046	Allow for the storage of Time-off award hours
VA047	Change the allowances, differentials and other pay rules when an employee changes stations
VA048	Allow for input and storage of Country of Medical School
VA049	Allow input of various pay tables based on VA specific requirements (Residents, Nurse Tables, and Special Salary Rates etc.)
VA050	Allow input of Physician and Dentist Tier Levels
VA051	Allow for the input of Clinical experience
VA052	Provide a real-time online editing process to enable user to make corrections to erroneous data before releasing action for system processing
VA053	Allow the input and storage of Pay Differential
VA054	Allow the input and storage of Market Pay
VA055	Allow the input and storage of Executive Pay, i.e., nurse, pharmacist, and pay caps
VA056	Allow the input and storage of employee email address
VA057	Store relevant employee dates (date of hire, end of probationary period, eligible for benefits, etc.)
VA058	Allow for the input of union information
VA059	Allow the capability of using pseudo social security numbers
VA060	Maintain employee record for non-paid employees
VA061	Maintain employee record for separated employees in accordance with NARA requirements
VA062	Enforce controls on edits identified in the CPDF and VA specific requirements
VA063	Enforce controls on what data can be entered per field (some data validation)
VA064	Enforce controls and edits on processing mass actions
VA065	Allow ability to accept or reject system generated edits
VA066	Automatically change due date for within-grade pay increases
VA067	Allow for input and storage of VISA information (country, type, expiration date)
VA068	Process automatic personnel actions based on defined requirements (change in tenure, completion of probation period, etc.)
VA069	Store VA specific dates such as entry on duty, VA service date, etc.
VA070	Accommodate VA specific Nature of Actions (NOA), NOA subcodes or provide alternative data structure
VA071	Store numerous VA specific codes that are not the same as OPM codes for personnel, work schedules, quit codes etc.

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VA072	Store state of professional licensure (multiple entries) (i.e., doctor, nurse, pharmacist)
VA073	Store multiple education levels (instructional program code and year of degree)
VA074	Store COLA percentage
VA075	Allow for the input and storage of employee address
VA076	Store veterans-related information such as branch, mobilization, details, dates etc.
VA077	Maintain and store counters for employees on LWOP
VA078	Maintain and store intermittent hours/days
VA079	Allow the input of multiple Not-to-Exceed (NTE) NOA on employees
VA080	Store and maintain multiple NTE NOA personnel actions until another action is processed to extend or remove the NTE date associated with the NTE date
VA081	Process recruitment, retention and relocation incentives based on VA specific business rules
VA082	Allow for input and storage of Country of Birth
VA083	Support severance pay based on eligibility guidelines
VA084	Maintain leave categories and automatically change leave category based on leave eligibility rules
VA085	Store pay information including pay plan, salary, hourly wage, pay scale, grade, level, step, current and historical
VA086	Process and store VA specific time and pay related data (i.e. Market Pay, Nurse Special Pay, Stipends, Fee Basis, Salary Limit and Hours Limit, etc.)
VA087	Allow for input and tracking of English language proficiency levels based on VA defined business rules
VA088	Accommodate VA's follow-up codes and processes. (i.e., placement follow-up; physical due; completion of obligated service, etc.)
VA089	Capture the reason for separation, effective date of separation and separation entitlements.
VA090	Allow the input of telework indicator codes
VA091	Provide the ability to process, store and release future dated personnel actions
VA092	Allow the input and storage of employee mailing address
VA093	Accommodate VA complex pay plans, pay tables and pay rules
VA094	Automatically store approved rates and process automatic pay adjustments for affected employees upon approval
VA095	Ability to identify employees in the solution by using an employee identification number instead of social security numbers to access employees records and for generating reports.
VA096	Provide the ability to identify specific occupations/positions that require drug testing.
VA097	When position data changes, generate a notification to HR office and/or initiate a request for personnel action.

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VA098	Allow for multiple employees to occupy a position (for example, an employee goes on a leave and another employee is assigned to the position temporarily)
VA099	Provide ability to support concurrent employment (two different positions in separate and or same locations)
VA100	Create and maintain a position and organization management system based on VA requirements and business processes
VA101	Determine Organization Structure based on VA business rules
VA102	Provide ability to show org charts with persons in the position
VA103	Provide position management capability (add, modify, delete)
VA104	Provide ability to show attributes of the position such as location
VA105	Support multiple organization structures (i.e. hierarchy)
VA106	Track actual geographic location of jobs
VA107	Track positions by organization structure
VA108	Capture position-related information (cost center, duty station, competitive level etc.)
VA109	Identify positions that should be deactivated or removed
VA110	Allow users to initiate a workflow process for establishing, modifying and deleting position management data fields based on user roles
VA111	Accommodate Budget Object Codes (BOC) and link to the occupation series
VA112	Show list of vacant positions
VA113	Maintain VA's inventory of positions to accommodate evolving organization competency needs and changes in laws, regulations, policies, organizational design and technology
VA114	Maintain position history
VA115	Provide a solution to accommodate roles and responsibilities that define user/administrator access and privilege
VA116	Randomly select a group of employees required to take drug testing
VA117	Provide a solution that has a robust reporting tool to allow for ad hoc, standard and dashboard reporting
VA118	Support reporting and surveying tools, data gathering and data analysis
VA119	Track and analyze workforce trends
VA120	Provide self service capabilities that allow various VA staff to create ad hoc reports in various formats (i.e. electronically)
VA121	Provide ability to collect, sort, and retrieve pay related data for recurring and unique reports; to include the ability to retrieve and transfer VA employee data through a secure server to authorized vendors (example Congress, SSA, DOD etc.)
VA122	Produce organizational reports with employee information
VA123	Provide retirement projection reports
VA124	Provide workforce planning reports
VA125	Produce 80-day hiring model reports

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VA126	Produce workforce restructuring reports
VA127	Provide veteran employment reports
VA128	Produce custom error and feature reports
VA129	Maintain an audit log (internal controls) that includes user and date information
VA130	Provide front end edits when erroneous data has been entered into the solution
VA131	Support the collection of data relevant to the analysis and processes of Human Capital Strategic Planning in accordance with the Human Capital Assessment and Accountability Framework (HCAAF)
VA132	Ability to change employee ethnicity and race code via employee self-service. This ability should have security limitations on visibility and access to the RNO and handicap codes
VA133	Automatic system update when employees updates their ethnicity and race code via employee self service
VA134	Automatic system updates when employee updates their handicap code via employee self service
VA135	Provide appropriate personnel advance notification of pending and future required personnel actions such as, but not limited to, expiration of appointment, step increases, probationary and tenure reviews, etc.
VA136	Provide ability to alert HR office when an employee has both a full-time and a fee-basis appointment, including different employing offices
VA137	Track personnel actions through the workflow process
VA138	Provide a VA HR LOB-Specific Technical Services to support initiating personnel requests, reviewing, approving, disapproving, and rejecting or canceling requests.
VA139	Include notification capability back to the originator and entire workflow, with comments
VA140	Electronically initiate, route for review and approval, with electronic signature with date, board actions, compensation panel actions and tier exceptions
VA141	Provide support services for automated workflow approval processes by defining organizational units and reporting relationships among organizations, positions, managers and staff at all levels of the organization based on VA business rules
VA142	Allow electronic signature and approval with dates
VA143	Ability to store multiple physical addresses of employee's duty locations to include telework address
VA144	Allow for the input and maintenance of functional statement numbers
VA145	Accommodate numerous unique pay-related information, related to Title 38 and hybrid employees that must be sent to DFAS for payroll processing
VA146	Follow VA rules and regulations pertaining to Title 38 compensation rules and/or other VA unique rules

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VA147	Support Title 38 performance appraisal and proficiency rating systems using business rules identified in VA Policy
VA148	Provide a solution that has the ability to schedule and track pre-employment processes, interfacing to third party processes or systems as necessary (e.g. background checks etc.)
VA149	Allow for the tracking of employee military service deposits
VA150	Provide electronic notification when employee moves to a different position.
VA151	Allow for input of security investigation data fields i.e. investigation completion date, investigation level completed and investigation level required

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SECTION C – PERFORMANCE WORK STATEMENT

Attachment B: VA HR Office Locations

TOTALS AS OF JULY 2011				
POI	POI STATION NUMBER	POI LOCATION	NUMBER OF EMPLOYEES SERVICED	NUMBER OF HR EMPLOYEES (02XX)
1003	508	ATLANTA	3,359	34
1005	701	SEVEN HILLS	1,170	33
1006	740	HARLINGEN	468	6
1014	774	INDIANAPOLIS	1,583	17
1015	517	BECKLEY	791	9
1016	675	ORLANDO	2,173	35
1038	520	BILOXI	2,013	24
1054	630	NEW YORK	4,270	39
1055	540	CLARKSBURG	890	12
1074	392	BALTIMORE	3,051	40
1075	668	SPOKANE	946	10
1076	502	ALEXANDRIA	1,350	16
1078	558	DURHAM	2,858	40
1084	670	SYRACUSE	1,728	13
1121	557	DUBLIN	1,084	10
1123	631	NORTHAMPTON	731	9
1129	503	ALTOONA	690	8
1131	515	BATTLE CREEK	1,404	17
1132	702	TOPEKA	4,042	83
1138	667	SHREVEPORT	1,715	27
1141	648	PORTLAND	3,912	40
1142	509	AUGUSTA	2,598	35
1143	436	FT HARRISON	1,147	14
1175	531	BOISE	1,166	17
1176	584	IOWA CITY	1,667	18
1177	442	CHEYENNE	647	9
1179	438	SIOUX FALLS	971	13
1180	642	PHILADELPHIA	2,428	31
1182	565	FAYETTEVILLE	1,216	16
1183	581	HUNTINGTON	1,284	19
1184	632	NORTHPORT L I	2,016	21
1185	552	DAYTON	2,204	34
1203	663	SEATTLE	3,830	36
1213	460	WILMINGTON	1,049	15
1216	512	BALTIMORE	3,478	38
1223	516	BAY PINES	4,013	59

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TOTALS AS OF JULY 2011				
POI	POI STATION NUMBER	POI LOCATION	NUMBER OF EMPLOYEES SERVICED	NUMBER OF HR EMPLOYEES (02XX)
1224	550	DANVILLE	1,502	22
1226	623	MUSKOGEE	1,230	19
1227	674	TEMPLE	3,839	46
1230	538	CHILLICOTHE	1,454	21
1245	612	MARTINEZ	2,834	34
1247	658	SALEM	1,957	15
1248	666	SHERIDAN	633	12
1253	589	KANSAS CITY	6,300	79
1255	578	HINES	6,049	36
1260	521	BIRMINGHAM	2,337	29
1265	620	MONTROSE	1,682	21
1266	529	BUTLER	629	10
1289	659	SALISBURY	2,320	47
1290	650	PROVIDENCE	1,392	18
1291	514	BATH	809	8
1299	637	ASHEVILLE	1,635	14
1301	553	DETROIT	1,927	22
1311	437	FARGO	950	13
1315	583	INDIANAPOLIS	2,817	26
1316	613	MARTINSBURG	1,810	25
1320	629	NEW ORLEANS	1,484	94
1327	672	SAN JUAN	3,710	51
1328	402	TOGUS	1,532	15
1330	652	RICHMOND	2,504	25
1333	689	WEST HAVEN	2,846	25
1355	561	EAST ORANGE	3,318	40
1357	596	LEXINGTON	2,025	25
1359	500	ALBANY	1,515	25
1363	595	LEBANON	1,449	22
1367	549	DALLAS	4,996	49
1376	580	HOUSTON	4,186	47
1384	501	ALBUQUERQUE	2,519	33
1391	621	MOUNTAIN HOME	2,228	18
1392	518	BEDFORD	1,499	18
1394	785	ST LOUIS	149	7
1404	653	ROSEBURG	919	9
1406	610	MARION	1,517	22
1414	635	OKLAHOMA CITY	2,116	27

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TOTALS AS OF JULY 2011				
POI	POI STATION NUMBER	POI LOCATION	NUMBER OF EMPLOYEES SERVICED	NUMBER OF HR EMPLOYEES (02XX)
1415	692	WHITE CITY	634	7
1437	463	ANCHORAGE	637	10
1438	678	TUCSON	2,461	33
1439	649	PRESCOTT	1,024	10
1440	640	PALO ALTO	4,513	50
1441	504	AMARILLO	1,061	17
1444	523	BOSTON	4,681	58
1445	636	OMAHA	2,167	23
1446	526	BRONX	2,096	18
1447	614	MEMPHIS	2,430	26
1448	405	WHT RIVER JCT	1,036	18
1462	506	ANN ARBOR	2,573	28
1466	626	NASHVILLE	3,865	48
1468	688	WASHINGTON	2,548	24
1478	519	BIG SPRING	602	10
1509	687	WALLA WALLA	475	7
1513	600	LONG BEACH	2,641	41
1514	564	FAYETTEVILLE	1,353	16
1556	570	FRESNO	1,161	13
1557	603	LOUISVILLE	1,862	20
1559	394	DETROIT	6,815	89
1560	562	ERIE	743	16
1562	539	CINCINNATI	2,399	37
1566	575	GR JUNCTION	641	8
1567	598	LITTLE ROCK	3,592	42
1573	528	BUFFALO	2,388	25
1575	590	HAMPTON	1,714	15
1577	556	NORTH CHICAGO	2,112	27
1605	679	TUSCALOOSA	1,121	16
1622	662	SAN FRANCISCO	2,683	26
1625	691	W/LOS ANGELES	5,481	61
1634	542	COATESVILLE	1,427	20
1638	541	CLEVELAND	4,992	60
1650	532	CANANDAIGUA	1,181	11
1682	693	WILKES BARRE	1,212	13
1685	654	RENO	1,291	46
1688	555	DES MOINES	1,513	17
1710	619	MONTGOMERY	1,640	18

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TOTALS AS OF JULY 2011				
POI	POI STATION NUMBER	POI LOCATION	NUMBER OF EMPLOYEES SERVICED	NUMBER OF HR EMPLOYEES (02XX)
1711	656	ST CLOUD	1,528	14
1713	101	WASHINGTON	4,345	174
1719	695	MILWAUKEE	7,430	106
1721	544	COLUMBIA	2,069	17
1722	459	HONOLULU	889	15
1726	655	SAGINAW	952	11
1738	393	JACKSON	5,548	67
1744	618	MINNEAPOLIS	3,943	51
1763	568	FORT MEADE	1,171	16
1782	608	MANCHESTER	748	10
1783	657	ST LOUIS	4,891	59
1797	644	PHOENIX	2,835	26
1821	554	DENVER	2,694	28
1832	310	PHILADELPHIA	1,436	10
1887	546	MIAMI	2,915	33
1901	660	SALT LAKE CIT	2,174	33
1908	358	MANILA	225	2
1908	395	DENVER	3,868	44
1951	646	PITTSBURGH	3,684	48
3219	534	CHARLESTON	1,974	19
3239	573	GAINESVILLE	5,283	52
3269	200	AUSTIN	3,934	41
4045	664	SAN DIEGO	3,422	38
4047	673	TAMPA	4,814	46
4048	671	SAN ANTONIO	3,756	44
4049	605	LOMA LINDA	2,668	27
4129	756	EL PASO	689	9
4143	757	COLUMBUS	949	15
4212	593	LAS VEGAS	1,445	24
4301	586	JACKSON	2,286	25
4306	548	W PALM BEACH	2,444	24
4307	741	DENVER	1,160	17
TOTAL			325,494	4,135

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SECTION C – PERFORMANCE WORK STATEMENT

Attachment C: Pay Plans

VA EMPLOYMENT - BY ORGANIZATION AND PAY PLAN								
AS OF 10/31/2011								
			FULL - TIME			PART - TIME		
ORGANIZATION AND PAY PLAN	PAY PLAN CODE	TOTAL EMPLOYMENT	TOTAL	PERM .	TEMP.	TOTAL	REG. P.T.	INTERMITTENT
STAFF OFFICES								
GENERAL SCHEDULE	GS/A	12,395	12,205	12,159	46	190	182	8
MERIT PAY	GM/B	49	48	48		1	1	
SES NON-MED DIRECTORS	ES/E	63	63	63				
SES NON-MED DIRECTORS	ES/E	5	5	5				
SES EXEC SVC OTHER	ES/E	110	110	110				
FWS NON-SUPERVISORY	WG/1	250	221	220	1	29	29	
FWS LEADER	WL/2	12	12	12				
FWS SUPERVISORY	WS/3	17	17	17				
SEC. 4107 PHYSICIANS, DENT.	VM/J	140	140	138	2			
SEC. 4107 PODIATRIST, OPTM.	VP/P	6	6	5	1			
SEC. 4107 NURSES, PA, EFDA.	VN/K	322	322	322				
SEC. 4114 PHYSICIANS, DENT.	AD/L	36	6	1	5	30	30	
SEC. 4114 NURSES, PA, EFDA.	AD/M	5	2	1	1	3	3	
SEC. 4114 PARAMED & NON-MED	AD/N	21	18		18	3	3	
NON-U.S. CITIZENS	AD/S	8	8	8				
CONSULTANTS 5 USC 3109	EF/T	5	1	1		4		4
EXECUTIVE PAY ACT	EX/W	9	9	9				
STAFF OFFICES TOTAL		13,453	13,193	13,119	74	260	248	12
VETS BENEFITS ADMIN								
GENERAL SCHEDULE	GS/A	20,528	20,381	20,352	29	147	141	6
MERIT PAY	GM/B	11	11	11				
SES NON-MED DIRECTORS	ES/E	33	33	33				
SES EXEC SVC OTHER	ES/E	25	25	25				
SES NON-MED DIRECTORS	ES/E	23	23	23				
NON-U.S. CITIZENS	AD/S	131	131	131				
EXECUTIVE PAY ACT	EX/W	1	1	1				
VBA TOTAL		20,752	20,605	20,576	29	147	141	6
NATIONAL CEMETERY ADMIN								
GENERAL SCHEDULE	GS/A	735	713	710	3	22	22	
MERIT PAY	GM/B	1	1	1				
SES EXEC SVC OTHER	ES/E	9	9	9				
FWS NON-SUPERVISORY	WG/1	801	792	787	5	9	9	
FWS LEADER	WL/2	48	48	48				
FWS SUPERVISORY	WS/3	75	75	75				
EXECUTIVE PAY ACT	EX/W	1	1	1				
NCS TOTAL	1,670	1,639	1,631	8	31	31		
ACQUISITION & MATERIEL MGMT								
GENERAL SCHEDULE	GS/A	109	108	108		1	1	
SES EXEC SVC OTHER	ES/E	2	2	2				

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VA EMPLOYMENT - BY ORGANIZATION AND PAY PLAN								
AS OF 10/31/2011								
ORGANIZATION AND PAY PLAN	PAY PLAN CODE	TOTAL EMPLOYMENT	FULL - TIME			PART - TIME		
			TOTAL	PERM .	TEMP.	TOTAL	REG. P.T.	INTERMITTENT
SEC. 4107 NURSES, PA, EFDA.	VN/K	1	1	1				
A&MM TOTAL		112	111	111		1	1	
VETS HEALTH ADMIN								
GENERAL SCHEDULE	GS/A	164,836	156,261	154,456	1,805	8,575	6,427	2,148
MERIT PAY	GM/B	144	130	130		14	14	
SES NON-MED DIRECTORS	ES/E	93	93	93				
SES EXEC SVC OTHER	ES/E	85	85	85				
CONSULTANTS 5 USC 3109	EF/T	1				1		1
WAGE ADMINISTRATION								
PURCHASE & HIRE & SIS	WB/G	152				152		152
FWS LEADER	WL/2	23,331	21,153	20,932	221	2,178	2,103	75
FWS LEADER	WL/2	831	822	819	3	9	9	
FWS SUPERVISORY	WS/3	2,074	2,056	2,052	4	18	18	
SPEC PROD FACIL WAGE SCHED	WD/4	2	2	2				
WAGE ADMIN. TOTAL		26,390	24,033	23,805	228	2,357	2,130	227
TITLE 38, PAY PLANS J-Q, V, X AND Y								
SEC. 4107 PHYSICIANS, DENT.	VM/J	13,389	13,389	13,302	87			
SEC. 4107 PODIATRIST, OPTM.	VP/P	755	755	755				
SEC. 4107 NURSES, PA, EFDA.	VN/K	51,864	51,864	51,456	408			
SEC. 4114 PHYSICIANS, DENT.	AD/L	9,505	1,911	1,717	194	7,594	7,003	591
SEC. 4114 PODIATRIST, OPTM.	AD/Q	421	82	80	2	339	315	24
SEC. 4114 NURSES, PA, EFDA.	AD/M	5,792	1,193	1,050	143	4,599	3,245	1,354
SEC. 4114 PARAMED & NON-MED	AD/N	3,707	2,138	1,583	555	1,569	182	1,387
SEC. 4107 STATUTORY RATE	SR/X	73	73	72	1			
TITLE 38 TOTAL		85,506	71,405	70,015	1,390	14,101	10,745	3,356
OTHER EXCEPTED								
NON-U.S. CITIZENS	AD/S	67	67	67				
EXECUTIVE PAY ACT	EX/W	1	1	1				
VHA TOTAL		277,123	252,075	248,652	3,423	25,048	19,316	5,732
CANTEEN SERVICE								
GENERAL SCHEDULE	GS/A	110	107	107		3	2	1
MERIT PAY	GM/B	1	1	1				
SES EXEC SVC OTHER	ES/E	2	2	2				
CANTEEN SVC-NAF SCHEDULES								
NAF NON-SUPERVISORY	NA/5	1,991	1,459	1,237	222	532	473	59
NAF LEADER	NL/6	104	101	93	8	3	3	
NAF SUPERVISORY	NS/7	78	77	76	1	1	1	
NAF SCHEDULE TOTAL		2,173	1,637	1,406	231	536	477	59

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SECTION C – PERFORMANCE WORK STATEMENT

VA EMPLOYMENT - BY ORGANIZATION AND PAY PLAN								
AS OF 10/31/2011								
			F U L L - T I M E			P A R T - T I M E		
ORGANIZATION AND PAY PLAN	PAY PLAN CODE	TOTAL EMPLOYMENT	TOTAL	PERM .	TEMP.	TOTAL	REG. P.T.	INTERMITTENT
CANTEEN SERVICE	VC/U	1,346	1,122	1,036	86	224	205	19
CANTEEN SERVICE		3,632	2,869	2,552	317	763	684	79
TOTAL								
FEE BASIS	FB	9,790						
VA-WIDE TOTALS		326,522	290,492	286,641	3,851	26,250	20,421	5,829

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SECTION C – PERFORMANCE WORK STATEMENT

Attachment D: Nature of Actions

NOA	NOA Description	Count
001	CANCELLATION	8,392
002	CORRECTION	40,811
100	CAREER APPT	192
101	CAREER-COND APPT	9,444
107	EMERGENCY APPOINTMENT	8
108	TERM APPOINTMENT NTE	996
115D	APPOINTMENT NTE	1,181
124	APPOINTMENT-STATUS QUO	15
130E	TRANSFER	1,000
140	REINS CAREER	689
141	REINS CAREER-COND	216
142	SES CAREER APPOINTMENT	7
143	REINSTATEMENT - SES CAREER	3
145	TRANSFER - SES CAREER	9
146	SES NONCAREER APPT	4
170	EXC APPT	13,539
171	EXCEPTED APPOINTMENT NTE	13,106
190	PROVISIONAL APPT NTE	83
199	INTERIM APPOINTMENT	1
292	RTD	4,659
293	RETURN TO PAY STATUS	1
300	RET MAND	3
301	RET DISAB	986
302	*****	12
302H	RETIREMENT-VOLUNTARY	7,025
303C	RETIREMENT - SPECIAL OPTION	8
304A	RETIREMENT-ILIA	12
312A	RESIGNATION-ILIA	52
317	RESIG	10,757
330	REMOVAL	949
350	DEATH	520
351A	TERMINATION-SPONSOR RELOCATION	2
352G	TERMINATION-APPOINTMENT IN	1,567
353A	SEPARATION - MILITARY	5
355A	*****	1
355C	TERMINATION-EXPIRATION OF APPT	5,189
356	SEPARATION - RIF	4
357	*****	10

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SECTION C – PERFORMANCE WORK STATEMENT

NOA	NOA Description	Count
357A	TERMINATION	1,722
385	*****	9
385B	TERMINATION/DURING PROB/TRIAL	1,276
390	SEPAR-APPT IN *	3
450	SUSPENSION NTE	2,066
452	SUSPENSION-INDEFINITE	23
460	LWOP	1,566
460A	LWOP	34
460B	LWOP	390
460C	LWOP	19
460D	LEAVE WITHOUT PAY NTE	26
473B	ABSENT-UNIFORMED SERVICE	870
473D	ABSENT-UNIFORMED SERVICE	46
500	CONV TO CAREER APPT	587
500R	CONV TO CAREER APPT	11
501	*****	33
501C	CONV TO CAREER-COND APPT	4,362
501R	CONV TO CAREER-COND APPT	107
507	CONV TO EMERGENCY APPOINTMENT	5
508	CONV TO TERM APPT NTE	364
508A	CONV TO TERM APPT NTE	1
515	*****	4
515E	CONV TO APPOINTMENT NTE	134
540	CONV TO REINS CAREER	106
541	CONV TO REINS CAREER-COND	26
542B	CONV TO SES CAREER APPOINTMENT	27
546B	CONV TO SES NONCAREER APPT	1
548B	CON/SES LTD TERM APPT NTE	1
570	CONV TO EXCEPTED APPOINTMENT	10,407
571	CONV TO EXCEPTED APPT NTE	6,040
571A	CONV TO EXCEPTED APPT NTE	66
590	CONV/PROVISIONAL APPT NTE	48
701C	*****	1
702	PROM	34,394
702A	PROM	146
703	PROMOTION NTE	1,962
703A	PROMOTION NTE	1
713	CHG TO LOWER GR, LEVEL OR BND	3,154
713A	*****	1
721	REASSIGN	15,246

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SECTION C – PERFORMANCE WORK STATEMENT

NOA	NOA Description	Count
721N	CHANGE IN ASSIGNMENT	163
721P	CHANGE IN ASSIGNMENT NTE	28
730A	*****	6
740A	POSITION CHANGE	272
740C	POSITION CHANGE	57
741B	POSITION CHANGE NTE	1
741C	POSITION CHANGE NTE	1
750A	CONTINUANCE NTE	1
760	*****	22
760C	EXT OF APPOINTMENT NTE	8,440
761B	*****	1
765	EXT OF TERM APPT NTE	1,224
769A	EXT OF PROMOTION NTE	679
770B	EXT OF PSN CHG NTE	1
772	EXT OF FURLOUGH NTE	2
773	EXT OF LWOP NTE	1,849
780	NAME CHANGE	3,539
781	CHANGE IN WORK SCHEDULE	5,168
782	CHANGE IN HOURS	2,615
790	*****	23
790C	REALIGNMENT	3,840
792	CHG IN DUTY STA	1,195
800	CHANGE IN DATA ELEMENT	5,163
803	CHANGE IN RETIREMENT PLAN	34
803F	CHANGE IN RETIREMENT PLAN	4
803H	CHANGE IN RETIREMENT PLAN	3
803R	CHANGE IN RETIREMENT PLAN	15
805A	ELECTED FULL LIVING BENEFITS	3
810	*****	1
810A	SUPERVISORY DIFFERENTIAL	5
815	RECRUITMENT INCENTIVE	2,918
816	RELOCATION INCENTIVE	732
817	STUDENT LOAN	280
825	SEPARATION INCENTIVE	15
827	RETENTION INCENTIVE	8,473
840	INDIVIDUAL CASH AWARD (RB)	130,087
841	GROUP CASH AWARD	35,692
842	INDIV SUGGESTION/INVENTION AWD	189
843	GROUP SUGGESTION/INVENTION AWD	49
845	TRAVEL SAVINGS INCENTIVE	157

TASK ID02120052
SECTION C – PERFORMANCE WORK STATEMENT

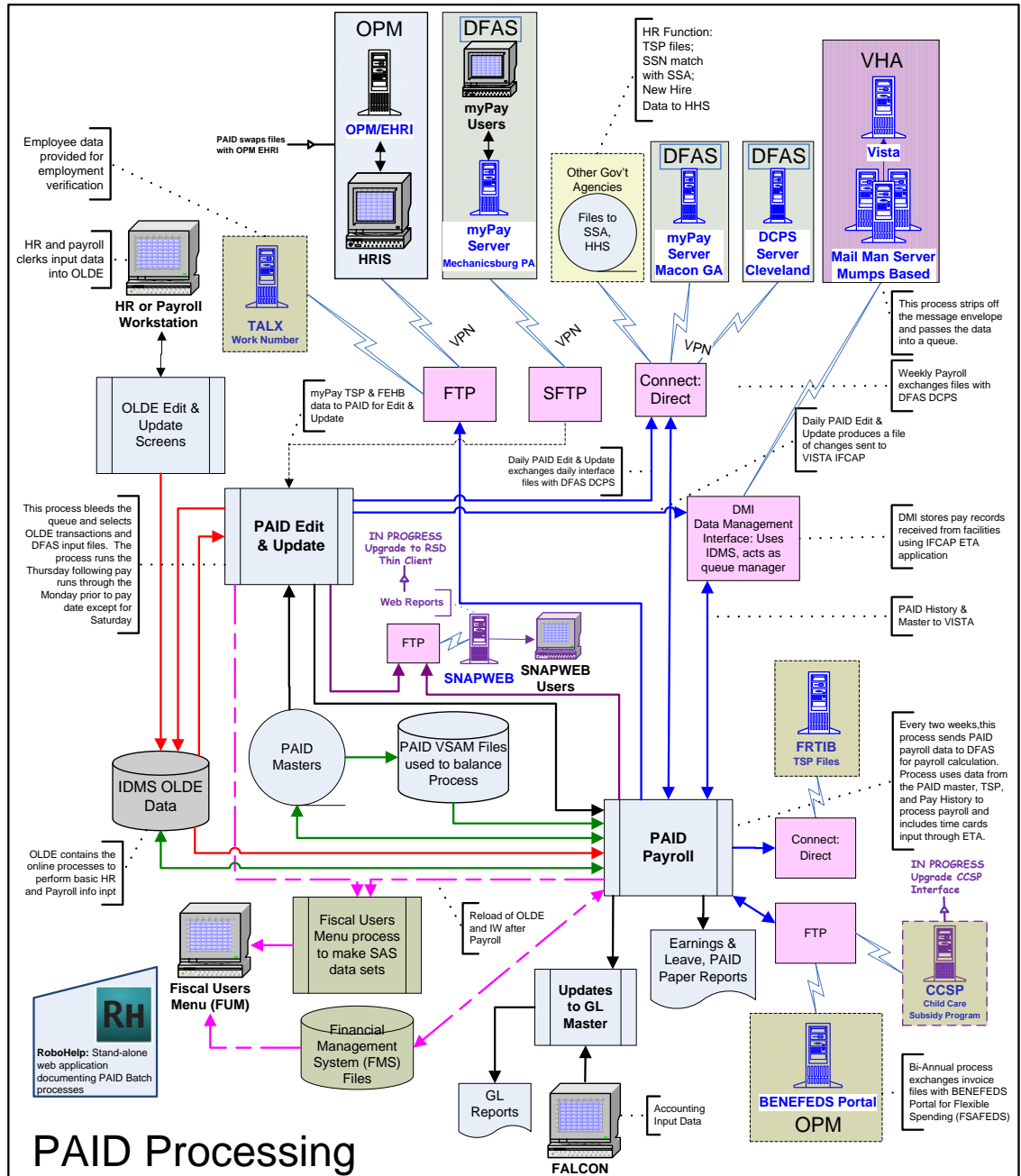
NOA	NOA Description	Count
846	INDIVIDUAL TIME OFF AWARD	10,389
847	GROUP TIME OFF AWARD	11,403
848	REFERRAL BONUS	927
849	INDIVIDUAL CASH AWARD (NRB)	73,438
866	TERM OF GRADE RETENTION	95
878	PRESIDENTIAL RANK AWARD	19
879	SES PERFORMANCE AWARD	217
879A	SES PERFORMANCE AWARD	9
880	CHG IN TENURE GROUP	14,733
881	FEGLI CHANGE	16,989
882	CHANGE IN SCD	4,861
883	CHANGE IN VETERAN PREFERENCE	1,164
885	LUMP SUM PERF PAYMENT RB-ILPA	13
886	LUMP SUM PERF PAY RBNILPA	236
887	LUMP SUM PERF PAYMENT (NRB)	1,263
888	DENIAL OF WGI	123
889	GROUP AWARD - OTHER	3,097
890	*****	3
890C	MISCELLANEOUS PAY ADJUSTMENT	11
891C	GM WGI	10
891D	REG PERF PAY	264
892	IRREG PERF PAY	1,391
893	WITHIN-GR INC	127,499
894	GEN ADJ	314,673
894A	*****	2
894G	PAY ADJUSTMENT	1,723
894H	PAY ADJUSTMENT	2,220
894J	PAY ADJUSTMENT	1,331
894K	PAY ADJUSTMENT	8,999
894M	PAY ADJUSTMENT	114
894N	PAY ADJUSTMENT	6
896	*****	1
899A	STEP ADJUSTMENT	25
900	LOSS TO VA STA--SAME DEPT	1,161
901	LOSS TO VA STA-OTHER DEPT	363
902	CHANGE IN PAYROLL DFAS	11
911	DETAIL KATRINA RELATED NTE	17
912	EXTENTION OF DETAIL	13
913	TERMINATION OF DETAIL	5
914	ACCESSION KATRINA REL ACTION	1

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SECTION C – PERFORMANCE WORK STATEMENT

NOA	NOA Description	Count
920	CHG IN POSITION TITLE	847
921	CHG IN POSITION NUMBER	2,738
922	CHG IN ORG COST CTR	24,567
923	*****	1
927	CHG IN ORGANIZATION TITLE	975
929	CHG IN COLA	22
935	SUPVR/MGR PROBATION COMPL	1,085
939	CHG T/A CODE-1 YR WTO	18
942	PT/INT HOURS WORKED	14,887
944	PAY ADJ/STNDBY CHG IN PREM PAY	86
946	CHG IN WORK SCH/BP	1
946A	CHG IN WORK SCHEDULE-36/40 AWS	14
947	CHG IN POST DIFF	12
948	SPECIALTY CERT AWD	1,036
949	PERFORMANCE PAY	17,684
949A	*****	636
950	EXEMP JOB PRF/ACH AWD	1,046
951	P&D MARKET PAY REV/NO INCREASE	4,450
970	TRANSFORMATION 21 INDICATOR	2
	Total	1,088,616

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SECTION C – PERFORMANCE WORK STATEMENT

Attachment E: PAID Diagram



PAID Processing
PAD (FUM-OLDE)

Last Updated: 01/18/2011

TASK ID02120052
SECTION C – PERFORMANCE WORK STATEMENT

Attachment F: Performance Measures

Project Performance Measures

Measure Name	Definition	Calculation	Acceptable Quality Level	Purpose
Project Schedule Timeliness	Percentage of requirements and milestones completed at agreed-upon dates per project plan	Number of project artifacts and milestones completed on time divided by number of total project artifacts and milestones multiplied by 100	90%	Reflects the ability of the Provider and agency to work together to complete the project on time. Work that is yellow or red should have a corrective action plan in place to get deficient areas into green.
Project Scope	After baselining, all project changes go through the CCB	Number of change requests processed by CCB divided by total change requests multiplied by 100	100%	Indicates that only authorized changes are made to the project scope.
	Change requests are resolved within 30 days	Number of change requests resolved within 30 days divided by total change requests multiplied by 100	90%	Change requests should be approved or rejected within 30 days of initial acceptance by the project.
Project Risks	High project risks are reviewed at least bi-weekly	Number of risk review meetings held per month	At least 2 per month	Indicates that the project is actively reviewing risks to ensure that risk triggers have not occurred, or if a risk is triggered that the appropriate mitigation strategy is begun.
	High and medium risks have a mitigation strategy	Number of high and medium risks with a mitigation strategy	100%	Risks that have occurred or triggered must have a mitigation strategy in place and are being actively worked.
Project Issues	Issues are resolved within planned timeframes	Number of issues resolved within agreed time divided by total number of issues multiplied by 100	95%	Resolution timetables for issue resolution should be adhered to in order to ensure project schedule.
Project Communications	Correct communications get to the correct stakeholder at the correct time	Number of communications meeting criteria divided by number of total communications divided by 100	95%	Indicates that the project is communicating to stakeholders in accordance with the Communications Plan to ensure continued success of the project.

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SECTION C – PERFORMANCE WORK STATEMENT

Measure Name	Definition	Calculation	Acceptable Quality Level	Purpose
Project Quality	Deliverables meet VA quality standards	Number of deliverables meeting standards divided by total number of deliverables multiplied by 100	95% draft; 99% final	Deliverables are reviewed in accordance with scheduled review timeframes and meet quality standards.

SSC Performance Measures

Measure Name	Definition	Calculation	Metric	Purpose
Compliance	Number of repeat material weaknesses identified from audits	Number of repeat material weaknesses in a specified timeframe (as reasonable according to established audit cycles)	Within guidelines of audit	Demonstrates providers ability to react/correct deficiencies in the application of relevant laws, rules and regulations
Customer Service: Inquiry Resolution	Average time it takes to resolve or respond to an inquiry from the point of inquiry to the point of resolution	Number of inquiries responded to or resolved within specified timeframe divided by total number of inquiries, multiplied by 100	90% within 24 hours one day and 99% within three days	Shows the ability of the SSC handling inquiries to resolve them efficiently
Project Manager (PM) Response Time	Percent of the time Contractor's PM or alternate PM responds to calls or emails from COR in less than one hour (M-F/8-5 eastern) or within one hour of start of business day/week for inquiries outside of the working day.	Number of responses from PM/Alt PM within one hour divided by number of inquiries from COR, multiplied by 100	99%	Shows ability of Contractor to respond to more urgent and important inquiries.
Help Desk Response Time	Average time it takes to respond to an inquiry from the point of inquiry to the point of response.	Total response time divided by the number of total help desk inquiries	Less than three hours as an average	Shows ability of the Contractor help desk to respond to customer inquiries quickly

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SECTION C – PERFORMANCE WORK STATEMENT

Measure Name	Definition	Calculation	Metric	Purpose
Help desk Resolution Rate (Monthly)	Frequency of unresolved issues	Total number of unresolved issues dividing by number of operating days in time period	Less than one unresolved issue per day, with all issues being solved within 60 days of inquiry	Shows the ability of the Contractor to completely resolve difficult issues and follow up
System Response Time	Average time it takes for the system to respond to an inquiry from the point of inquiry to the point of system response.	Total user wait time divided by the number of users	No longer than two seconds 90% of time; no longer than 10 seconds, 99.99% of time	Reflects system's ability to handle load
System Availability	Percent of time system is available for users to enter information or query data.	System available (Yes/No)	Available for 99.999% of the prescribed operational hours	Reflects system's accessibility to users
Self service	Of the total personnel transactions available thru self-service, the percent of personnel action transactions actually initiated in self service	Number of personnel transactions initiated via self-service divided by the number of personnel transactions available via self-service multiplied by 100	Percentage change over time	Review over time, trends of usage of self service applications
Self-service activation	Number of new accounts registered in a time period	Number of new accounts registered/activated divided by total population multiplied by 100	Percentage change over time	Review over time trends of adoption rate of self service (particularly relevant during initial stages of deployment)
Accuracy/Timeliness: Reporting (regulatory, mandatory, agency)	Accurate reports are delivered to the appropriate parties on time	Number of reports received within given time frame divided by total number of reports multiplied by 100	95%	Allows appropriate parties to make informed decisions and meet external/internal reporting requirements

TASK ID02120052
SECTION C – PERFORMANCE WORK STATEMENT

Measure Name	Definition	Calculation	Metric	Purpose
specific)				
Timeliness: Process personnel action	Percent of personnel transactions completed within appropriate time frame (time frame is dependent on type of action)	Number of transactions completed within appropriate time frame divided by total number of transactions multiplied by 100	99%	Reflects an opportunity for improvement; the measure indicates the health of the process to complete a transaction in a timely manner
Quality: Personnel transaction corrections	Percent of corrections required to accurately complete personnel transactions due to SSC system errors.	Total number of corrections in a specified time period divided by total number of personnel transactions in that time periods multiplied by 100	No more than 1 correction per 1,000 transactions	Identifies process improvement opportunities
Timeliness: Implement mass action (e.g., pay change, reorganization)	Percent of transactions completed within appropriate time frame	Number of transactions completed within appropriate time frame divided by total number of transactions multiplied by 100	99.9996 %	Process mass changes in a timely manner
Interface Capability	Transmission of employee update files made to the external payroll and time provider within established timelines	Employee updates files transferred to external provider within specified time frame (Yes/No)	99.9996 %	Reflects SSC's ability to transmit data to external systems in a timely manner
Payroll Processing	Completion of a successful payroll run with minimal errors and data corrections	Number of payroll errors divided by total number of employees on payroll multiplied by 100	99.9996 %	Shows the ability of the SSC to interface with the payroll provider correctly and provide accurate data
Identify employees to receive pay or leave change	Determine eligibility and calculate amounts for pay, leave, allowances and differentials (e.g., annual salary increases, promotions, leave	Number of errors in eligibility determination or calculation executed by the system divided by the total number of determinations or calculations	0.001%	To ensure accuracy in executing determination of eligibility and performing calculations

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SECTION C – PERFORMANCE WORK STATEMENT

Measure Name	Definition	Calculation	Metric	Purpose
	eligibility, demotions and retention incentives	multiplied by 100		
Customer Satisfaction	Results from an agency-specific standardized employee survey that would gauge level of interest, satisfaction with discretionary current or future benefit programs and reflect employee perception of service	Number of surveys rated 4 or 5 on a scale of 5 divided by the total number of survey responses received multiplied by 100	75%	Opportunity to see trends over time for use in future benefits offerings. Information collected on benefit environment to increase employee product and services
Timeliness: Communicating Delivery	Time of delivery against communication plan. Communication plan includes time, channel and audience	Communication received in specified time frame (yes/no)		Ensures employees have adequate amount of time to understand benefit offerings and elect benefit choices
Agency-specific reports	Reports are delivered on time	Number of reports delivered on time divided by total number of reports multiplied by 100	95%	Ensures provider is meeting service delivery expectations
Transmit records	Received, completed and signed records transmitted from source to eOPF	Percentage of records received measured against records transmitted to eOPF	99%	Ensure that records transmit to eOPF

EODS Performance Measures

Measure Name	Definition	Calculation	Metric	Purpose
Compliance	Number of repeat material weaknesses identified from audits	Number of repeat material weaknesses in a specified timeframe (as reasonable according to established audit cycles)	Within guidelines of audit	Demonstrates providers ability to react/correct deficiencies in the EODS

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SECTION C – PERFORMANCE WORK STATEMENT

Measure Name	Definition	Calculation	Metric	Purpose
Customer Service: Inquiry Resolution	Average time it takes to resolve or respond to an inquiry from the point of inquiry to the point of resolution	Number of inquiries responded to or resolved within specified timeframe divided by total number of inquiries, multiplied by 100	90% within 24 hours one day and 99% within three days	Shows the ability of the SSC handling EODS inquiries to resolve them efficiently
Help Desk Response Time	Average time it takes to respond to an inquiry from the point of inquiry to the point of response.	Total response time divided by the number of total help desk inquiries	Less than three hours as an average	Shows ability of the Contractor help desk to respond to customer inquiries quickly
Help desk Resolution Rate (Monthly)	Frequency of unresolved issues	Total number of unresolved issues dividing by number of operating days in time period	Less than one unresolved issue per day, with all issues being solved within 60 days of inquiry	Shows the ability of the Contractor to completely resolve difficult issues and follow up
System Response Time	Average time it takes for the system to respond to an inquiry from the point of inquiry to the point of system response.	Total user wait time divided by the number of users	No longer than two seconds 90% of time; no longer than 10 seconds, 99.99% of time	Reflects system's ability to handle load
System Availability	Percent of time system is available for users to enter information or query data.	System available (Yes/No)	Available for 99.999% of the prescribed operational hours	Reflects system's accessibility to users
Self-service activation	Number of new accounts registered in a time period	Number of new accounts registered/activated divided by total population multiplied by 100	Percentage change over time	Review over time trends of adoption rate of self service (particularly relevant during initial stages of deployment)

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SECTION C – PERFORMANCE WORK STATEMENT

Measure Name	Definition	Calculation	Metric	Purpose
Accuracy/Timeliness: Reporting (regulatory, mandatory, agency specific)	Accurate reports are delivered to the appropriate parties on time	Number of EOD reports accessible at the time the user accesses reports divided by the total number of reports multiplied by 100	95%	Allows appropriate parties to make informed decisions and meet external/internal reporting requirements
Quality: transaction corrections	Percent of corrections required to accurately complete EODS transactions	Total number of corrections in a specified time period divided by total number of transactions in that time periods multiplied by 100	No more than 1 correction per 1,000 transactions	Identifies process improvement opportunities
Bring selectee on board	Based on the entrance on duty date, notify designated HR user to begin processes (e.g., orientation, work location and workstation, granting of security access). Conduct in-processing and input data gathered into automated solution	HR users receive notifications for new hires	99.9996 %	Evaluate EOD solution
Interface Capability	Transmission of mandatory employee update files made to the external systems	Employee updates files transferred to external provider within specified time frame (Yes/No)	99.9996 %	Reflects EOD ability to transmit data to external systems in a timely manner
Interface Capability	Transmission of mandatory employee update files made to the external systems	Number of transaction errors divided by total number of employees multiplied by 100	99.9996 %	Shows the ability of the EODS to interface with the external systems correctly and provide accurate data
Customer Satisfaction	Results from an agency-specific standardized employee survey that would gauge level of interest, satisfaction with discretionary current or future benefit programs	Number of surveys rated 4 or 5 on a scale of 5 divided by the total number of survey responses received multiplied by 100	75%	Opportunity to see trends over time for use in future benefits offerings. Information collected on benefit environment to increase employee product and services

TASK ID02120052
SECTION C – PERFORMANCE WORK STATEMENT

Measure Name	Definition	Calculation	Metric	Purpose
	and reflect employee perception of service			
Agency-specific reports	Reports are delivered on time	Number of reports delivered on time divided by total number of reports multiplied by 100	95%	Ensures provider is meeting service delivery expectations
Transmit records	Received, completed and signed records transmitted from source to eOPF	Percentage of records received measured against records transmitted to eOPF	99%	Ensure that records transmit to eOPF

TASK ID02120052
SECTION C – PERFORMANCE WORK STATEMENT

Attachment G: Interfaces

Interface Name	Interface Agency Owner	Interface Description	CLIN	Technical Details
PAID	VA	Current HRIS System	0001	
ePayroll/DFAS - 3Rs	Payroll/HR Systems Service (PHRSS)	3R's Payment File	0001	Bi-weekly outbound batch transmission
ePayroll/DFAS - Accounting Activity	Payroll/HR Systems Service (PHRSS)	Accounting Activity	0001	Bi-weekly outbound batch transmission
ePayroll/DFAS - Accounting Changes Errors	Payroll/HR Systems Service (PHRSS)	DCPS Accounting Changes Errors File	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - Accounting Classification Changes	Payroll/HR Systems Service (PHRSS)	DCPS Accounting Classification Changes	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - Bi-Weekly Master Employee Record/Leave Extract	Payroll/HR Systems Service (PHRSS)	DCPS Bi-Weekly Master Employee Record/Leave Extract	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - Canteen Card Payments	Payroll/HR Systems Service (PHRSS)	DCPS Canteen Card Payment File	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - Canteen Returns	Payroll/HR Systems Service (PHRSS)	DCPS Canteen Returns	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - EOY W2 Extract	Payroll/HR Systems Service (PHRSS)	DCPS EOY W2 File	0001	Annual inbound batch transmission
ePayroll/DFAS - EPV/Moving Expenses	Payroll/HR Systems Service (PHRSS)	EPV/Moving Adjustments	0001	Bi-weekly outbound batch transmission
ePayroll/DFAS - Gross Pay Reconciliation	Payroll/HR Systems Service (PHRSS)	DCPS Gross Pay Reconciliation File	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - Gross To Net	Payroll/HR Systems Service (PHRSS)	DCPS Gross To Net	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - MER – Daily	Payroll/HR Systems Service (PHRSS)	DCPS Daily Employee Master Record	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - Modified Rs	Payroll/HR Systems Service (PHRSS)	Pay Adjustments	0001	Bi-weekly outbound batch transmission
ePayroll/DFAS - NONSF50 Changes	Payroll/HR Systems Service (PHRSS)	DCPS NON SF50 Changes File	0001	Daily inbound batch transmission
ePayroll/DFAS - NONSF50 Interface File	Payroll/HR Systems Service (PHRSS)	DCPS NON SF50 Interface File	0001	Daily outbound batch transmission

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SECTION C – PERFORMANCE WORK STATEMENT

Interface Name	Interface Agency Owner	Interface Description	CLIN	Technical Details
ePayroll/DFAS – PDI	Payroll/HR Systems Service (PHRSS)	Personnel Daily Interface (PDI)	0001	Daily outbound batch transmission
ePayroll/DFAS - Personnel Interface Transaction Status	Payroll/HR Systems Service (PHRSS)	DCPS Personnel Interface Transaction Status	0001	Daily inbound batch transmission
ePayroll/DFAS - Personnel Returns	Payroll/HR Systems Service (PHRSS)	DCPS Personnel Returns	0001	Daily inbound batch transmission
ePayroll/DFAS - Personnel Reverse File	Payroll/HR Systems Service (PHRSS)	DCPS Personnel Reverse File	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - Personnel/Pay Application Data	Payroll/HR Systems Service (PHRSS)	DCPS Personnel/Pay Application Data	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - Personnel/Payroll Reconciliation	Payroll/HR Systems Service (PHRSS)	DCPS Personnel/Payroll Reconciliation	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - Pre-Paid FEHB	Payroll/HR Systems Service (PHRSS)	DCPS Pre-Paid FEHB Extract	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - TSP Listing of Financial Hardship Withdrawal	Payroll/HR Systems Service (PHRSS)	DCPS TSP Listing of Financial Hardship Withdrawal	0001	Daily inbound batch transmission
ePayroll/DFAS - Unpaid Accrued Leave Liability Detail	Payroll/HR Systems Service (PHRSS)	DCPS Unpaid Accrued Leave Liability Detail	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - Unpaid Accrued Leave Liability Summary	Payroll/HR Systems Service (PHRSS)	DCPS Unpaid Accrued Leave Liability Summary	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - VA Comp Time Interface	Payroll/HR Systems Service (PHRSS)	DCPS VA Comp Time Interface	0001	Bi-weekly inbound batch transmission
ePayroll/DFAS - VA Special Salary Tables	Payroll/HR Systems Service (PHRSS)	Pay Tables Unique to the VA	0001	Bi-weekly outbound batch transmission
ePayroll/DFAS – VCS	Payroll/HR Systems Service (PHRSS)	Veteran Canteen Service Payments	0001	Bi-weekly outbound batch transmission
ePayroll/DFAS - WEB Leave and Earnings Statements	Payroll/HR Systems Service (PHRSS)	DCPS WEB Leaven and Earnings File	0001	Bi-weekly inbound batch transmission

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SECTION C – PERFORMANCE WORK STATEMENT

Interface Name	Interface Agency Owner	Interface Description	CLIN	Technical Details
eOPF	OHRM	Provide electronic version of data used to prepare forms for Official Personnel File	0001	High freq; Daily outbound batch transmission (up to 7 days/week)
MyPay	DFAS	Provide benefits data and information	0001	Inbound interface
MyPay - SSN/Email	Payroll/HR Systems Service (PHRSS)	myPay VA Employee SSN/Email Accessions	0001	Daily inbound batch transmission
MyPay - TSP/FEHB	Payroll/HR Systems Service (PHRSS)	myPay VA Employee TSP/FEHB Elections/Changes	0001	Daily inbound batch transmission
Enterprise Human Resources Integration (EHRI)	OPM	Provide a comprehensive electronic record-keeping system covering the entire life cycle of federal employees from hire to retirement, supporting human resources management across the federal government at all levels from employees to senior management	0001	Dynamic (biweekly), status (monthly), organizational file (semi-annually)
PIV -- Security Office Interface (may include interface to Global Address List)	OHRM	Provide VA HR information to authoritative source (PIV) system (AITC)	1001	Outbound interface
SSC	VHA	Provide outbound interface to VHA Service Support Center (statistical reporting)	1001	Outbound interface
VATAS Kronos WebTA – This is really VATAS (VA time and attendance system). We only use the Kronos Web TNA	VA	Provide web based time and attendance system	0001	Inbound and outbound interface
TALX	OHRM	Provide workforce verification	1001	Outbound interface
VA4VETS (may include interface to DoD solution)	OHRM	Provide Employment Information on VA Veteran Employees	1001	Inbound and outbound interface

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Interface Name	Interface Agency Owner	Interface Description	CLIN	Technical Details
VBA HRIS	VBA	Provide HR information to VBA HRIS system	1001	Outbound interface
Vista	VHA	Provide medical imaging with Vista (or replacement system)	1001	Outbound interface
Automated Safety Incident Surveillance Tracking System (ASISTS)	VHA	Track and monitor job related incidents of accidental injuries and occupational illnesses. Workforce management and consulting on behalf of field HR offices	1001	Outbound batch transmission
New Hire Report	OHRM	Provide new hire information	1001	Outbound interface
Occupational Health Office	VHA	Provide HR occupational health related information	1001	Outbound interface
Proclarity Data Cubes/VSSC	VA	Provide PAID data to examine and analyze HR-related data that pertains to facility, VIAN and VA side	1001	Weekday (M-F) outbound batch transmission
Employee Development Repository (TMS)	Workforce Management and Consulting on behalf of field HR offices	Provide HR personnel data to the learning management system	1001	Outbound interface
USA Staffing	OHRM	An automated recruitment and application process using Internet-accessible software that automates the recruitment, assessment, and referral and notification process	0001	High freq; inbound and outbound batch transmission (up to 7 days/week)
VA OIG SSN/EIN Crosswalk	OIG	Extract of Crosswalk of VA Employee SSN to VA Assigned EIN	1001	Outbound interface
VHALWD (WebHR)	VHA	Provide EMI database organizational information.	1001	Outbound interface
VA-PAS	OHRM	Accounts and notifies employees during an emergency situation. Inbound Interface from DOD and VANS	1001	Possible Inbound and Outbound Interface

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Interface Name	Interface Agency Owner	Interface Description	CLIN	Technical Details
eClass	OHRM	Provide an automated position building system. Web-based HR application that enables the creation of accurate/uniform position descriptions and functional statements	1001	Inbound interface
eQIP	OHRM/Office of Policy and Plans	Submit background investigation information	1001	Outbound batch transmission
VetPro	OHRM	Electronic federal credentialing database shared by all federal agencies with a common lexicon and consistently applied system of validating of credentials	1001	Daily inbound and outbound batch transmission

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Attachment H: Fields Requiring Data Conversion

PAID Data Field	Conversion Point	Description
CITIZENSHIP	Interface	VA uses codes that differ from the OPM standards. In interface, these codes are translated to the OPM standard codes. VA would like to maintain its own standard codes in the new HR system, but would translate these codes for interfacing purposes.
DUTY BASIS	Migration	VA uses codes that differ from the OPM standard codes and would like its current codes converted to the OPM standard at the point of data migration.
EDUCATION	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.
HANDICAP	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.
HEALTH INSURANCE	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.
LEGAL AUTHORITY CODES (1 and 2)	Interface	VA uses codes that differ from the OPM standards. In interface, these codes are translated to the OPM standard codes. VA would like to maintain its own standard codes in the new HR system, but would translate these codes for interfacing purposes.
PAY BASIS	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.
PAY PLAN	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.
PAY RATE DETERMINANT	Interface	VA uses codes that differ from the OPM standards. In interface, these codes are translated to the OPM standard codes. VA would like to maintain its own standard codes in the new HR system, but would translate these codes for interfacing purposes.
REMARKS	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.

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PAID Data Field	Conversion Point	Description
SERVICE COMPUTATION DATE FOR LEAVE	Migration	VA system uses MM/DD/YYYY and would like a conversion to OPM standard, YYYY/MM/DD
SERVICE COMPUTATION DATE FOR REDUCTION-IN- FORCE (RIF)	Migration	VA system uses MM/DD/YYYY and would like a conversion to OPM standard, YYYY/MM/DD
SERVICE COMPUTATION DATE FOR RETIREMENT	Migration	VA system uses MM/DD/YYYY and would like a conversion to OPM standard, YYYY/MM/DD
SEX	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.
SUPERVISORY LEVEL	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.
TENURE	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.
TYPE OF APPOINTMENT	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.
VETERAN'S PREFERENCE	Migration	VA uses codes that differ from the OPM standard and would like its current codes converted to the OPM standard at the point of data migration.

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Attachment I: PAID Data Dictionary



PAID_Data.xls

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Attachment J: Statistical Analysis System (SAS) SF-50 Action File

Common Name	SAS NAME	LOCATION	LENGTH	Description
STATION NUMBER	STATION	1	3	THE NUMBER ASSIGNED TO A DEPARTMENT OF VETERANS AFFAIRS (VA) INSTALLATION FOR IDENTIFICATION AND CONTROL PURPOSES.
DUTY STATION CODE	DUTYSTA	4	2	CODE FOR EMPLOYEE'S WORK SITE WHEN ASSIGNED AT A LOCATION OTHER THAN THE PARENT STATION.
* SOCIAL SECURITY NUMBER	SSN	6	9	THE NUMBER USED FOR IDENTIFICATION AND CONTROL PURPOSES TO REFER TO AN EMPLOYEE. IF AN EMPLOYEE DOES NOT HAVE A VALID SSN OR HOLDS TWO APPOINTMENTS AT A FACILITY, A TEMPORARY NUMBER IS ASSIGNED.
* NAME	NAME	15	27	AN EMPLOYEE NAME HAS THE FOLLOWING ORDER AND MEANING: LAST NAME, FOLLOWED BY A COMMA; FIRST NAME OR INITIAL; A BLANK SPACE; MIDDLE NAME OR INITIAL; AND, IF APPLICABLE, A BLANK SPACE, JR, SR, OR INITIAL. FOR EXAMPLE, "DOE, JOHN T JR". NO PERIODS ARE PLACED AFTER EITHER INITIALS OR TITLES.
EFFECTIVE DATE	DATE	42	8	THE EFFECTIVE DATE OF THIS ACTION
NATURE OF ACTION CODE	NOA1	50	4	
NATURE OF ACTION DESCRIPTION	NOAENG	54	30	DESCRIPTION OF NOA CODE
NATURE OF ACTION CORRECTION CODE	CORRCD	84	1	NOT YET ACTIVE, BUT SHOULD SHOW WHETHER THE ACTION IS A CORRECTION OR CANCELLATION. CURRENTLY, ONLY ORIGINAL ACTIONS SHOW IN THIS FILE.
CURRENT APPOINTMENT AUTHORITY 1	CAA1	85	3	THE FIRST OF TWO POSSIBLE CODES WHICH IDENTIFIES THE LEGAL AUTHORITY ASSIGNED BY LAW, EXECUTIVE ORDER, RULE, REGULATION OR OTHER BASIS THAT AUTHORIZES THE APPOINTMENT OF THE EMPLOYEE TO HIS OR HER CURRENT POSITION.
CURRENT APPOINTMENT AUTHORITY 2	CAA2	88	3	THE SECOND OF TWO POSSIBLE CODES WHICH IDENTIFIES THE LEGAL AUTHORITY ASSIGNED BY LAW, EXECUTIVE ORDER, RULE, REGULATION OR OTHER BASIS THAT AUTHORIZES THE APPOINTMENT OF THE EMPLOYEE TO HIS OR HER CURRENT POSITION.
COST CENTER/ORGANIZATION CODE	COST3	91	8	IDENTIFIES THE COST CENTER FOR FUND APPROPRIATION ACCOUNTING. ALSO IDENTIFIES THE ORGANIZATIONAL UNIT WHERE AN EMPLOYEE IS ASSIGNED.
PAY PLAN	PAYP	99	2	CODE IN EMPLOYEE'S RECORD THAT IDENTIFIES THE PAY SYSTEM UNDER WHICH THE EMPLOYEE'S COMPENSATION IS DETERMINED ("GS, GM, etc.")<
TYPE APPOINTMENT	APPT	101	1	CODE IDENTIFIES THE TYPE APPOINTMENT (CAREER CONDITIONAL, CAREER, ETC.) UNDER WHICH AN EMPLOYEE IS SERVING AND INDICATES WHETHER THE APPOINTMENT IS IN THE COMPETITIVE SERVICE, EXCEPTED SERVICE, OR SENIOR EXECUTIVE SERVICE (SES). THE CODE ALSO INDICATES WHETHER THE APPOINTMENT IS PERMANENT OR TEMPORARY, AND WHAT TENURE GROUP APPLIES.
PAY BASIS	PAYB	102	1	CODE IDENTIFIES THE PRINCIPAL CONDITION IN TERMS OF TIME, PRODUCTION OR OTHER CRITERIA THAT SERVE AS A BASIS FOR COMPUTING PAY.
DUTY BASIS	DUTYB	103	1	DUTY BASIS IN RETIREMENT MASTER RECORD IDENTIFYING TIME BASIS THAT AN EMPLOYEE IS SCHEDULED TO WORK. A SCHEDULE MAY BE ON A FULL TIME (1) , PART TIME (2) , INTERMITTENT (3) OR STIPEND (S) BASIS WORK SCHEDULE.
GRADE CODE	GRADE	104	2	CODE IDENTIFIES A SPECIFIC GRADE IN A PAY PLAN SYSTEM. UNGRADED POSITIONS ARE CODED 00. AN EMPLOYEE'S BASE PAY RANGE IS DETERMINED BY THIS CODE.
STEP	STEP	106	2	CODE IDENTIFIES ONE OF THE INCREMENTAL RATES OF BASIC PAY AUTHORIZED UNDER A PAY PLAN FOR A SPECIFIC GRADE OR LEVEL OF AN EMPLOYEE'S POSITION.
SALARY PAYABLE	SALARY	108	10 (9(8).99)	THE RATE OF COMPENSATION WHICH IS PAYABLE TO AN EMPLOYEE. THE RATE IS USED IN COMPUTING SALARY PAYMENTS. THE RATE DOES NOT INCLUDE NIGHT DIFFERENTIAL OR OTHER PREMIUM PAY. WHEN THE NOA IS FOR AN AWARD, THIS FIELD WILL CONAIN THE AMOUNT. AN 8 HOUR TIME-OFF AWARD, NOA 872, WILL APPEAR AS "0000008.00". A MONETARY AWARD OF \$750

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				WILL APPEAR AS “0000750.00”.
OCCUPATIONAL SERIES CODE	OCCUP	118	4	CODE IDENTIFIES THE SUBDIVISION OF AN OCCUPATIONAL FAMILY OR GROUP UNDER WHICH AN EMPLOYEE’S POSITION IS CLASSIFIED.
OCCUPATIONAL SERIES TITLE CODE	TITL	122	2	SUBCODE IDENTIFIES THE POSITION TITLE. MUST BE USED WITH THE OCCUPATIONAL SERIES CODE.
OCCUPATION SERIES ASSIGNMENT CODE	ASSIGN	124	2	SUBCODE WHICH IDENTIFIES THE SPECIALTY ASSIGNMENT OF PHYSICIANS, DENTISTS AND NURSES; THE RELIGIOUS DENOMINATION OF CHAPLAINS; SUMMER EMPLOYEES, TRAINEES AND OTHER SPECIAL PROGRAMS. MUST BE USED WITH BOTH THE OCCUPATION SERIES CODE AND THE OCCUPATION SERIES TITLE.
OCCUPATION SERIES AND TITLE CODE DESCRIPTION	OCCENG	126	25	DESCRIPTION OF OCC. SERIES AND TITLE CODE
* POSITION NUMBER		151	6	THE NUMBER ASSIGNED TO A POSITION UNDER THE GENERAL SCHEDULE (GS); PERFORMANCE MANAGEMENT RECOGNITION SYSTEM (PMRS); SENIOR EXECUTIVE SERVICE (SES); AND WAGE ADMINISTRATION (WA) PAY SYSTEMS. THE LAST CHARACTER IN THE NUMBER INDICATES IF THE POSITION CAN BE FILLED BY MORE THAN ONE EMPLOYEE, AND IF IT IS A PERMANENT OR TEMPORARY POSITION.
FUNCTIONAL CODE		157	2	IDENTIFIES THE PRIMARY JOB FUNCTIONS OR WORK ACTIVITIES OF THE POSITION. APPLIES TO SCIENTISTS AND ENGINEERING POSITIONS.
* DATE OF BIRTH	BIRTH	159	8	THE DATE (MONTH, DAY AND YEAR) OF BIRTH OF AN EMPLOYEE.
AGE IN YEARS	AGE	167	2	BASED ON THE EMPLOYEE’S DATE OF BIRTH AND THE EFFECTIVE DATE OF THE ACTION.
* SERVICE COMPUTATION DATE DAY – LEAVE	SERV	169	8	SERVICE COMPUTATION DATE (SCD) IS THE DATE COMPUTED BASED ON THE EMPLOYEE’S PRIOR CIVILIAN AND MILITARY SERVICE AND IS USED TO DETERMINE AND EMPLOYEE’S LEAVE CLASS. THE LEAVE CLASS DENOTES THE RATE THAT AN EMPLOYEE EARNS LEAVE. THIS PARTICULAR SCREEN ELEMENT PERTAINS TO THE DAY NUMBER CONTAINED WITHIN THE SCD.
YEARS OF SERVICE	SERVED	177	2	BASED ON THE EMPLOYEE’S SERVICE COMPUTATION DATE AND THE EFFECTIVE DATE OF THE ACTION.
EDUCATION CODE	EDCODE	179	1	CODE IDENTIFIES AN EMPLOYEE’S EDUCATIONAL ATTAINMENT. CODE IS BASED ON YEARS OF SCHOOLING AND ACADEMIC DEGREES CONFERRED.
SEX	SEX	180	1	CODE INDICATES WHETHER AN INDIVIDUAL IS MALE (1) OR FEMALE (2).
** HANDICAP CODE	HANDICAP HCAP1 HCAP2	181 181 182	2	CODE IDENTIFIES THE PHYSICAL OR MENTAL IMPAIRMENTS THAT ARE LIKELY TO CAUSE AN INDIVIDUAL TO EXPERIENCE CHALLENGES IN OBTAINING, MAINTAINING OR ADVANCING IN EMPLOYMENT.
SUPERVISORY LEVEL	SUPL	183	1	CODE INDICATES IF AN EMPLOYEE HOLDS A SUPERVISORY POSITION AND, IF SO, THE LEVEL OF SUPERVISION.
CITIZENSHIP CODE	CITIZEN	184	1	CODE INDICATES AN EMPLOYEE’S UNITED STATES CITIZENSHIP STATUS. IF AN EMPLOYEE IS NOT A US CITIZEN, CODE INDICATES THE GENERAL AREA WHERE EMPLOYED.
PERFORMANCE CODE	PERF	185	1	CODE IDENTIFIES AN ASSIGNED LEVEL OF ACHIEVEMENT FOR AN EMPLOYEE’S ACCOMPLISHMENT OF ASSIGNED TASKS.
PROBATIONARY APPOINTMENT	PROBAPT	186	1	INDICATES EMPLOYEE’S APPOINTMENT IS SUBJECT TO COMPLETION OF A PROBATIONARY OR TRIAL PERIOD BEFORE IT IS CONSIDERED PERMANENT.
MONTHLY NON-WORK IND	NONWORK	187	1	THIS CODE INDICATES AN INTERMITTENT EMPLOYEE NOT PAID IN A PARTICULAR MONTH AND SHOULD NOT BE INCLUDED IN CERTAIN EMPLOYMENT REPORTS. VALUES: N = INCLUDE; Y = EXCLUDE.
LWOP/NONPAY IND – MORE THAN 30 DAYS	LWOP	188	1	INDICATES THAT AN EMPLOYEE WILL BE IN A NON-PAY STATUS FOR 31 DAYS OR MORE EITHER DUE TO AN ADVERSE ACTION, LWOP, OR FURLOUGH. VALUES: N = EMPLOYEE IS NOT ON EXTENDED (MORE THAN 30 DAYS) LWOP; Y = EMPLOYEE IS ON EXTENDED LWOP.
HEALTH INS CHANGE OR OPEN SEASON ENROLLMENT CODE	HLTCHG	189	3	DESIGNATES THE HEALTH BENEFIT PLAN AND OPTION SELECTED BY THE EMPLOYEE DURING EITHER A CHANGE IN STATUS THAT PERMITS ENROLLMENT OR DURING OPEN SEASON, THE PERIOD WHEN A CHANGE IN PLAN OR INSURANCE CARRIER CAN BE MADE.

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VETERAN PREFERENCE	VETPREP	192	1	OR WHENEVER AN EMPLOYEE SWITCHES FROM A HIGH TO A LOW OPTION. CODE IDENTIFIES CATEGORIES OF ENTITLEMENT TO PREFERENCE IN THE FEDERAL SERVICE BASED ON ACTIVE MILITARY SERVICE THAT TERMINATED HONORABLY.
** RNO CODE	RNO	193	1	RACE AND NATIONAL ORIGIN CODE
RETIREMENT CODE AVAILABLE STARTING 12/2002	RET	194	1	IDENTIFIES THE RETIREMENT SYSTEM THAT COVERS AN EMPLOYEE.
PAID PAY PLAN CODE	PPLAN	195	1	PAID CODE IN EMPLOYEE'S RECORD THAT IDENTIFIES THE PAY SYSTEM UNDER WHICH THE EMPLOYEE'S COMPENSATION IS DETERMINED (I.E) "A" FOR "GS, "B" FOR "GM", etc..
PROCESSING MONTH	MON	196	2	MONTH THE ACTION PROCESSED IN PAID
** Ethnicity and Race Indicators	RNO6	198	6	6 character ERI Code – values zero or one
		204	17	POSITIONS 204 THROUGH 220 ARE NOT USED AT THIS TIME

Dates are eight characters and are in a MMDDYYYY format.

Numeric field will contain leading zeros and when applicable a decimal point.

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Attachment K: Statistical Analysis System (SAS) PAID Employee File

Common Name	SAS Name	Loc	Size	Description
STATION NUMBER	STATION	1	3	THE NUMBER ASSIGNED TO A DEPARTMENT OF VETERANS AFFAIRS (VA) INSTALLATION FOR IDENTIFICATION AND CONTROL PURPOSES.
DUTY STATION CODE	DUTYSTA	4	2	CODE FOR EMPLOYEE'S WORK SITE WHEN ASSIGNED AT A LOCATION OTHER THAN THE PARENT STATION.
* SOCIAL SECURITY NUMBER	SSN	6	9	THE NUMBER USED FOR IDENTIFICATION AND CONTROL PURPOSES TO REFER TO AN EMPLOYEE. IF AN EMPLOYEE DOES NOT HAVE A VALID SSN OR HOLDS TWO APPOINTMENTS AT A FACILITY, A TEMPORARY NUMBER IS ASSIGNED.
* NAME	NAME	15	27	AN EMPLOYEE NAME HAS THE FOLLOWING ORDER AND MEANING: LAST NAME, FOLLOWED BY A COMMA; FIRST NAME OR INITIAL; A BLANK SPACE; MIDDLE NAME OR INITIAL; AND, IF APPLICABLE, A BLANK SPACE, JR, SR, OR INITIAL. FOR EXAMPLE, "DOE, JOHN T JR". NO PERIODS ARE PLACED AFTER EITHER INITIALS OR TITLES.
SEX	SEX	42	1	CODE INDICATES WHETHER AN INDIVIDUAL IS MALE (1) OR FEMALE (2).
SUPERVISORY LEVEL	SUPL	43	1	CODE INDICATES IF AN EMPLOYEE HOLDS A SUPERVISORY POSITION AND, IF SO, THE LEVEL OF SUPERVISION.
* T AND L UNIT NUMBER	TNL	44	3	THE NUMBER IDENTIFIES A SPECIFIC GROUP OF EMPLOYEES FOR TRACKING PURPOSES. T AND L DATA FOR THIS GROUP OF EMPLOYEES IS MAINTAINED ON A DAILY BASIS BY A SPECIFIC T AND L CLERK WHO HAS BEEN OFFICIALLY DESIGNATED SUCH TIMEKEEPING RESPONSIBILITIES.
CITIZENSHIP CODE	CITIZEN	47	1	COD INDICATES AN EMPLOYEE'S UNITED STATES CITIZENSHIP STAUS. IF AN EMPLOYEE IS NOT A US CITIZEN, CODE INDICATES THE GENERAL AREA WHERE EMPLOYED.
PERFORMANCE CODE	PERF	48	1	CODE IDENTIFIES AN ASSIGNED LEVEL OF ACHIEVEMENT FOR AN EMPLOYEE'S ACCOMPLISHMENT OF ASSIGNED TASKS. ALSO KNOWN AS RATING LEVEL.
RATING PATTERN	RATPTN	49	1	
RATING PERIOD YEAR	RATPDYR	50	4 (9999)	
RATING PERIOD MONTH	RATPDMTH	54	2	
INTER PERSONNEL AGREE	INPAGR	56	1	INDICATES LWOP IS CREDITABLE FOR WGI (WITHIN GRADE INCREASE) PURPOSES FOR EMPLOYEE ON LOAN TO ANOTHER AGENCY, STATE, LOCAL OR BUSINESS ORGANIZATION. VALUES: BLANK= INITIAL VALUE; N = LWOP IS NOT CREDITABLE; Y = LWOP IS CREDITABLE.
CENTRALIZED POSITION INDICATOR	CENTRAL	57	1	CODE INDICATES THAT THE POSITION OCCUPIED BY THE EMPLOYEE IS CENTRALIZED TO THE DEPARTMENT OF VETERANSS AFFAIRS AGENCY OR STAFF OFFICE LEVEL IN VA CENTRAL OFFICE.
PROBATIONARY APPOINTMENT	PROBAPPT	58	1	INDICATES EMPLOYEE'S APPOINTMENT IS SUBJECT TO COMPLETION OF A PROBATIONARY OR TRIAL PERIOD BEFORE IT IS CONSIDERED PERMANENT.
PAY RATE DETERMINANT	PRD	59	1	CODE, WHICH IDENTIFIES SPECIAL FACTORS THAT WERE CONSIDERED IN DETERMINING AN EMPLOYEE'S SALARY.
STATION MAINTAINING PERSONNEL FOLDER	STAFOLD	60	3	IDENTIFIES THE STATION NUMBER WHERE AN EMPLOYEE'S OFFICIAL PERSONNEL

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				FOLDER IS MAINTAINED.
TEMPORARY EMPLOYEE'S HEALTH INSURANCE	TEMPHLTH	63	1	CODE INDICATES THAT A TEMPORARY EMPLOYEE HAS ELECTED HEALTH INSURANCE AND THAT DEDUCTIONS ARE TO BE TAKEN FOR BOTH THE EMPLOYEE'S SHARE AND THE GOVERNMENT'S SHARE OF THE FEHB PREMIUM.
OCCUPATIONAL SERIES CODE	OCC4	64	4	CODE IDENTIFIES THE SUBDIVISION OF AN OCCUPATIONAL FAMILY OR GROUP UNDER WHICH AN EMPLOYEE'S POSITION IS CLASSIFIED.
OCCUPATIONAL SERIES TITLE CODE	OCCUP	68	2	SUBCODE IDENTIFIES THE POSITION TITLE. MUST BE USED WITH THE OCCUPATIONAL SERIES CODE.
OCCUPATION SERIES ASSIGNMENT CODE	ASSIGN	70	2	SUBCODE, WHICH IDENTIFIES THE SPECIALTY ASSIGNMENT OF PHYSICIANS, DENTISTS AND NURSES; THE RELIGIOUS DENOMINATION OF CHAPLAINS; SUMMER EMPLOYEES, TRAINEES AND OTHER SPECIAL PROGRAMS. MUST BE USED WITH BOTH THE OCCUPATION SERIES CODE AND THE OCCUPATION SERIES TITLE.
OCCUPATION SERIES AND TITLE CODE DESCRIPTION	OCCENG	72	25	DESCRIPTION OF OCC. SERIES AND TITLE CODE
PAY PLAN	PAYP	97	2	CODE IN EMPLOYEE'S RECORD THAT IDENTIFIES THE PAY SYSTEM UNDER WHICH THE EMPLOYEE'S COMPENSATION IS DETERMINED ("GS, GM, etc.")<
PROPER PAY PLAN	PRPAYP	99	2	IDENTIFIES THE ACTUAL PAY PLAN UNDER RETAINED GRADE ("GS, GM, etc.").
PAY BASIS	PAYB	101	1	CODE IDENTIFIES THE PRINCIPAL CONDITION IN TERMS OF TIME, PRODUCTION OR OTHER CRITERIA THAT SERVE AS A BASIS FOR COMPUTING PAY.
DUTY BASIS	DUTYB	102	1	DUTY BASIS IN RETIREMENT MASTER RECORD IDENTIFYING TIME BASIS THAT AN EMPLOYEE IS SCHEDULED TO WORK. A SCHEDULE MAY BE ON A FULL TIME (1), PART TIME (2), INTERMITTENT (3) OR STIPEND (S) BASIS WORK SCHEDULE.
NORMAL HOURS	NORMHRS	103	3 (999)	THE NUMBER OF HOURS AN EMPLOYEE IS HIRED TO WORK EACH PAY PERIOD. HOURS ARE ESTABLISHED OR CHANGED BY AN OFFICIAL PERSONNEL ACTION.
FTE ADJUSTMENT FACTOR	FTEADJ	106	1	THE CODE REPRESENTS A NUMERIC FACTOR THAT IS EXPRESSED AS A DECIMAL. THE DECIMAL APPLIED TO THE TOTAL NUMBER OF HOURS ACTUALLY WORKED, TO COMPUTE WHAT WOULD HAVE BEEN THE NUMBER OF EMPLOYEES IF EVERY ONE WORKED FULL-TIME.
TYPE OF APPOINTMENT	APPT	107	1	CODE IDENTIFIES THE TYPE OF APPOINTMENT (CAREER CONDITIONAL, CAREER, ETC.) UNDER WHICH AN EMPLOYEE IS SERVING AND INDICATES WHETHER THE APPOINTMENT IS IN THE COMPETITIVE SERVICE, EXCEPTED SERVICE, OR SENIOR EXECUTIVE SERVICE (SES). THE CODE ALSO INDICATES WHETHER THE APPOINTMENT IS PERMANENT OR TEMPORARY, AND WHAT TENURE GROUP APPLIES.
GRADE CODE	GRADE	108	2	CODE IDENTIFIES A SPECIFIC GRADE IN A PAY PLAN SYSTEM. UNGRADED POSITIONS ARE CODED 00. AN EMPLOYEE'S BASE PAY RANGE IS DETERMINED BY THIS CODE.
STEP	STEP	110	2	CODE IDENTIFIES ONE OF THE INCREMENTAL RATES OF BASIC PAY AUTHORIZED UNDER A PAY PLAN FOR A SPECIFIC GRADE OR LEVEL OF AN EMPLOYEE'S POSITION.
PROPER GRADE	PRGR	112	2	CODE IDENTIFIES THE GRADE OF THE ACTUAL, LOWER GRADED POSITION THAT THE EMPLOYEE IS ASSIGNED TO DURING THE TWO YEAR GRADE RETENTION PERIOD. THIS GRADE DOES NOT DETERMINE THE EMPLOYEE'S SALARY DURING THE TWO-YEAR GRADE RETENTION PERIOD.

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WITHIN GRADE ELIGIBILITY CODE	WIG	114	1	INDICATES WHETHER AN EMPLOYEE IS ELIGIBLE FOR A WGI OR WHETHER THE WGI IS WITHHELD.
SALARY PAYABLE	SALARY	115	10 (9(7). 99)	THE RATE OF COMPENSATION WHICH IS PAYABLE TO AN EMPLOYEE. THE RATE IS USED IN COMPUTING SALARY PAYMENTS. THE RATE DOES INCLUDE LOCALITY PAY OR GEOGRAPHIC ADJUSTMENT PAY. THE RATE DOES NOT INCLUDE NIGHT DIFFERENTIAL OR OTHER PREMIUM PAY.
		125	10	POSITIONS 125 THROUGH 134 ARE NOT USED AT THIS TIME.
SALARY DATE	SALDT	135	9(8)	SALARY DATE INDICATES THE BEGINNING OF THE EMPLOYEE'S WAITING PERIOD FOR NEXT WITHIN GRADE INCREASE. THIS PARTICULAR ELEMENT IS THE DAY NUMBER OF THAT SALARY DATE.
LOCALITY PAY	LOCPAY	143	7 (9999999)	THIS IS AN AUTHORIZED PERCENTAGE OF BASE PAY FOR EMPLOYEES WITH AN OFFICIAL DUTY STATION DESIGNATED IN A LOCALITY PAY AREA. THIS AMOUNT IS INCLUDED IN THE SALARY PAYABLE.
		150	1	POSITION 150 IS NOT USED AT THIS TIME.
FRINGE BENEFIT FOR PURCHASE AND HIRE EMPLOYEES	FRINGE	151	8 (999999.99)	THE AMOUNT OF SPECIAL PAY TO BE PAID TO A PHYSICIAN OR DENTIST OR THE HOURLY AMOUNT OF FRINGE BENEFIT PAYMENTS TO BE PAID TO A PURCHASE AND HIRE EMPLOYEE.
RETENTION ALLOWANCE	RETALLOW	159	5 (99999)	AN ANNUAL AMOUNT PAID TO AN EMPLOYEE WITH HIGH QUALIFICATIONS OR SKILL IN THOSE CASES WHERE AN EMPLOYEE WOULD BE LIKELY TO LEAVE IF NO ALLOWANCE WERE PAID.
NURSE EXECUTIVES SPECIAL PAY	NURSEPAY	164	6 (999999)	PUBLIC LAW 108-445 MODIFIED THE PAY POLICIES FOR VHA NURSE EXECUTIVES TO AUTHORIZE SPECIAL PAY.

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SUPERVISORY DIFFERENTIAL	SUPDIF	170	5 (99999)	AN ANNUAL AMOUNT PAID TO AN ELIGIBLE SUPERVISOR AS COMPENSATION FOR SUPERVISING EMPLOYEES IN OTHER PAY PLANS THAT RECEIVE A HIGHER RATE OF TOTAL PAY THAN THE SUPERVISOR.
PHYSICIANS AND DENTISTS (P&D) MARKET PAY	SPECPAY	175	7 (9999999)	MARKET PAY IS BASE PAY FOR RETIREMENT, LIFE INSURANCE, AND OTHER BENEFITS RELATED TO BASIC PAY.
PHYSICIANS COMPARABILITY ALLOWANCE	PHYCOMP	182	7 (9999999)	
		189	21	POSITIONS 164 THROUGH 169 ARE NOT USED AT THIS TIME.
P&D PAY CAP	PAYCAP	217	7 (9999999)	
PREMIUM PAY PERCENT	PREMPCT	224	4 (.999)	CODE REPRESENTS THE PERCENT OF SALARY PAYABLE FOR REGULARLY SCHEDULED STANDBY DUTY.
NON-PAY EMPLOYEE INDICATOR		228	1	INDICATES THAT AN EMPLOYEES NET PAY IS NOT PAID THROUGH THE CENTRAL PAID SYSTEM.
MONTHLY NON-WORK IND	NONWORK	229	1	THIS CODE INDICATES AN INTERMITTENT EMPLOYEE NOT PAID IN A PARTICULAR MONTH AND SHOULD NOT BE INCLUDED IN CERTAIN EMPLOYMENT REPORTS. VALUES: N = INCLUDE; Y = EXCLUDE.
LWOP/NONPAY IND – MORE THAN 30 DAYS	LWOP	230	1	INDICATES THAT AN EMPLOYEE WILL BE IN A NON-PAY STATUS FOR 31 DAYS OR MORE EITHER DUE TO AN ADVERSE ACTION, LWOP, OR FURLOUGH. VALUES: N = EMPLOYEE IS NOT ON EXTENDED (MORE THAN 30 DAYS) LWOP; Y = EMPLOYEE IS ON EXTENDED LWOP.
BASE PAY CHANGE YEAR	PAYCHG	231	2	THIS FIELD CONTAINS THE LAST TWO DIGITS OF THE YEAR OF THE LAST SALARY RATE CHANGE FOR AN EMPLOYEE.
BASE PAY CHANGE PAY PERIOD	LSTPPCHG	233	2	THIS FIELD CONTAINS THE PAY PERIOD NUMBER OF THE LAST SALARY RATE CHANGE FOR AN EMPLOYEE.
LAST PAY PERIOD PROCESSED		235	2	THIS IS THE NUMBER OF THE LAST PAYROLL PERIOD FOR WHICH THE COMPUTER HAS UPDATED THE EMPLOYEE'S MASTER RECORD.
FLSA CODE	FLSA	237	1	IDENTIFIES WHETHER AN EMPLOYEE IS COVERED UNDER FLSA MINIMUM WAGE AND OVER- TIME PROVISIONS.
RESIDENT ADDRESS STATE CODE	STRES	238	2	THIS IS A TWO-DIGIT CODE, ASSIGNED BY GSA, WHICH IDENTIFIES THE STATE IN, WHICH AN EMPLOYEE RESIDES.
ADMINISTRATIVELY UNCONTROLLED OVERTIME PERCENTAGE	AUOPCT	240	4 (9.99)	THE PERCENTAGE TO BE PAID TO AN EMPLOYEE WHOSE POSITION IS CLASSIFIED IN THE CRIMINAL INVESTIGATOR SERIES, GS/GM-1811, GRADES 9-14, AND IS EXEMPTED FROM THE OVERTIME PROVISIONS OF THE FLSA.
PREMIUM PAY INDICATOR T38 AND CERTAIN GS EMPLOYEES	PREMIND	244	1	UPON RECEIPT OF WRITTEN NOTIFICATION FROM THE PERSONNEL OFFICER THAT AN ELIGIBLE EMPLOYEE HAS BEEN AUTHORIZED TO RECEIVE PREMIUM PAY UNDER THE PROVISIONS OF PUBLIC LAW 98-160, THE APPROPRIATE PREMIUM PAY CODE MUST BE ENTERED INTO EACH AFFECTED EMPLOYEE'S PAID MASTER RECORD. MAY ALSO INDICATE WHETHER A FIREFIGHTER IS A REGULAR FIREFIGHTER OR A 40+ FIREFIGHTER. THIS FIELD WILL BE USED TO ENTER THAT CODE.
COMPRESSED/FLEX TIME CODE	FLEXCODE	245	1	THIS FIELD WILL BE USED TO INDICATE AN EMPLOYEE IS WORKING A TOUR THAT IS APPROVED AS A COMPRESSED OR FLEXTIME SCHEDULE. THE FIELD CAN BE BLANK OR CODED WITH A "C" FOR COMPRESSED OR "F" FOR FLEXTIME. DO NOT

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				RELY ON CODE F, AS IT NO LONGER APPLIES.
*POSITION NUMBER	POSNO	246	6	THE NUMBER ASSIGNED TO A POSITION UNDER THE GENERAL SCHEDULE (GS); PERFORMANCE MANAGEMENT RECOGNITION SYSTEM (PMRS); SENIOR EXECUTIVE SERVICE (SES); AND WAGE ADMINISTRATION (WA) PAY SYSTEMS. THE LAST CHARACTER IN THE NUMBER INDICATES IF THE POSITION CAN BE FILLED BY MORE THAN ONE EMPLOYEE, AND IF IT IS A PERMANENT OR TEMPORARY POSITION.
FUNCTIONAL CODE	FUNCCD	252	2	IDENTIFIES THE PRIMARY JOB FUNCTIONS OR WORK ACTIVITIES OF THE POSITION. APPLIES TO SCIENTISTS AND ENGINEERIN POSITIONS.
COST CENTER/ORGANIZATION CODE	COSTC or COSTCD	254	8 8.4	IDENTIFIES THE COST CENTER FOR FUND APPROPRIATION ACCOUNTING. ALSO IDENTIFIES THE ORGANIZATIONAL UNIT WHERE AN EMPLOYEE IS ASSIGNED.
COST CENTER	COSTCNTR	254	4	IDENTIFIES THE COST CENTER FOR FUND APPROPRIATION ACCOUNTING.
ORGANIZATION CODE	ORGCODE	258	4	IDENTIFIES THE ORGANIZATIONAL UNIT WHERE AN EMPLOYEE IS ASSIGNED.
FUND CONTROL POINT	FCP	262	3	A THREE DIGIT CODE USED IN THE ANALYSIS AND CONTROL OF SALARY COSTS. CODE IS COMPUTER GENERATED BUT MAY BE CHANGED BY STATIO N INPUT.
SUBACCOUNT CODE	SUBACCT	265	4	IDENTIFIES A TYPE OF COST EXPENDITURE SUCH AS ONE OF THE PERSONAL SERVICE CODES, ONE OF THE TRAVEL AND TRANSPORTATION CODES, ETC. USED FOR COST ACCOUNTING PURPOSES.
FMS FUND CODE	FMSFUND	269	6	
COMPETITIVE LEVEL	CPMPLVL	275	3	CODE WHICH IDENTIFIES POSITIONS IN A COMPETITIVE AREA THAT ARE IN THE SAME GRADE OR OCCUPATIONAL LEVEL, AND WHICH ARE SO I THAT THE AGENCY MAY READILY ASSIGN EMPLOYEES FROM ONE POSITION TO ANOTHER DURING A REDUCTION IN FORCE (RIF).
* DATE OF BIRTH	BIRTH	278	8	THE DATE (MONTH, DAY AND YEAR) OF BIRTH OF AN EMPLOYEE.
AGE IN YEARS	AGE	286	2	BASED ON THE EMPLOYEE'S DATE OF BIRTH AND THE END OF MONTH THE FILE IS CREATED.
* SERVICE COMPUTATION D-TE DAY - LEAVE	SERV	288	8	SERVICE COMPUTATION DATE (SCD) IS THE DATE COMPUTED BASED ON THE 'MPLOYEE'S PRIOR CIVILIAN AND MILITARY SERVICE AND IS USED TO DETERMINE AND 'MPLOYEE'S LEAVE CLASS. THE LEAVE CLASS DENOTES THE RATE THAT AN EMPLOYEE EARNS LEAVE. THIS PARTICULAR SCREEN ELEMENT PERTAINS TO THE DAY NUMBER CONTAINED WITHIN THE SCD.
YEARS OF SERVICE		296	2	BASED ON THE EMPLOYEE'S SERVICE COMPUTATION DATE AND THE END OF MONTH THE FILE IS CREATED.
* EMPLOYEE APPOINTMENT DATE	APTDT	298	8	THE DATE AN EMPLOYEE ENTERED ON DUTY AT A STATION. THE DATE IS AUTOMATICALLY GENERATED AT THE TIME THE MASTER RECORD IS ESTABLISHED AND/OR TRANSFERS TO ANOTHER STATION USING THE EFFECTIVE DATE OF THE ACTION. FOR TITLE 38 PHYSICIANS, DENTISTS, AND NURSES, ETC., THIS FIELD IS USED TO IDENTIFY THE NUMBER OF YEARS IN VA MEDICAL SERVICE.
YEARS OF EMPLOYEE'S APPOINTMENT		306	2	BASED ON THE EMPLOYEE'S APONTMENT DATE AND THE END OF MONTH THE FILE IS CREATED.
HEALTH INS CHANGE OR OPEN SEASON ENROLLMENT CODE	HLTHIND	308	3	DESIGNATES THE HEALTH BENEFIT PLAN AND OPTION SELECTED BY THE EMPLOYEE DURING EITHER A CHANGE IN STATUS THAT PERMITS ENROLLMENT OR DURING OPEN SEASON, THE PERIOD WHEN A CHANGE IN PLAN OR INSURANCE

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				CARRIER CAN BE MADE, OR WHENEVER AN EMPLOYEE SWITCHES FROM A HIGH TO A LOW OPTION.
HEALTH INSURANCE EFFECTIVE NEXT PAY PERIOD	HLTPP	311	1	THIS CODE INDICATES THAT THE HEALTH INSURANCE DEDUCTIONS OF A NEW EMPLOYEE ARE NOT EFFECTIVE DURING THE PAY PERIOD HE/SHE WAS HIRED.
HEALTH BENEFITS DEDUCTION INDICATOR	HLTDEDI	312	1	INDICATES WHETHER A PART-TIME EMPLOYEE UNDER A PERMANENT APPOINTMENT IS SUBJECT TO PRORATED HEALTH INSURANCE DEDUCTIONS. PAYMENTS PRORATED BASED UPON HOURS WORKED. THE VALUES ARE: BLANK = INITIAL VALUE; N = EMPLOYEE IS NOT ELIGIBLE FOR PRORATION; P = EMPLOYEE IS ELIGIBLE FOR PRORATION.
HEALTH INSURANCE NON-TAXABLE INDICATOR	HLTNTI	313	1	CODE INDICATES THE HEALTH INSURANCE DEDUCTION IS NON-TAXABLE.
EDUCATION CODE	EDCODE	314	2	CODE IDENTIFIES AN 'MPLOYEE'S EDUCATIONAL ATTAINMENT. CODE IS BASED ON YEARS OF SCHOOLING AND ACADEMIC DEGREES CONFERRED.
YEAR OF DEGREE	YRDEGREE	316	4	THE CALENDAR YEAR WHEN AN EMPLOYEE RECEIVED HIS/HER MOST RECENT ACADEMIC DEGREE AT THE 'ACHELOR'S LEVEL OR HIGHER.
COLLEGE MAJOR	MAJOR	320	6	CODE INDICATES THE MAJOR FIELD OF STUDY AT THE HIGHEST LEVEL OF COLLEGE WORK FOR AN EMPLOYEE WHO HAS A BACHELOR'S DEGREE OR HIGHER.
FEGLI CODE	FEGLI	326	2	CODE INDICATES AN 'MPLOYEE'S COVERAGE AND TYPE OF INSURANCE, OR NONCOVERAGE UNDER THE FEGLI PROGRAM.
LIFE INSURANCE ADDITIONAL UNITS CODE	LIFINSUN	328	1	THE CODE INDICATES THE AMOUNT OF ADDITIONAL BASIC LIFE INSURANCE APPLICABLE TO PROJECTABLE ROTATING OR PERMANENT TOURS OF DUTY AT NIGHT RATES FOR SHIFT 2 OR 3. APPLIES TO HOURLY RATE WAGE OR VCS EMPLOYEES.
LEAVE GROUP	LEAVE	329	1	CODE INDICATES AN 'MPLOYEE'S ELIGIBILITY FOR LEAVE. ALSO INDICATES THE BASIS UNDER A LEAVE SYSTEM FOR DETERMINING THE RATE OF L EAVE ACCRUAL.
LEAVE RESTRICTION	LEAVRES	330	1	INDICATES AN EMPLOYEE IS NOT EARNING ANNUAL LEAVE BECAUSE THE EMPLOYEE IS SERVING UNDER AN APPOINTMENT OF LESS THAN 90 DAYS. APPLIES TO EMPLOYEES COVERED BY THE CIVIL SERVICE LEAVE SYSTEM. VALUE: N=EMPLOYEE CAN EARN LEAVE; Y= EMPLOYEE CANNOT EARN LEAVE.
ELIGIBLE FOR LEAVE NEXT PAY PERIOD	ELLVPP	331	1	INDICATES ELIGIBILITY OF LEAVE FOR EMPLOYEES WHOSE TIME LIMITED APPOINTMENTS OF LESS THAN 90 DAYS HAVE BEEN EXTENDED BEYOND 90 DAYS. VAL-ES: N - NOT ELIG-BLE; Y - ELIGIBLE.
ANNUAL LEAVE BALANCE	ANNLVBALL	332	8 (9999.999)	ANNUAL LEAVE BALANCE, DAYS OR HOURS, THIS LEAVE YEAR TO DATE.
SICK LEAVE BALANCE	SCKLVBAL	340	8 (9999.999)	SICK LEAVE BALANCE, DAYS OR HOURS, THIS LEAVE YEAR TO DATE.
RESTORED ANNUAL LEAVE YEAR 1	RSTLVYR1	348	1	THE CODE IS THE LAST DIGIT OF THE LEAVE YEAR WHEN AN 'MPLOYEE'S RESTORED ANNUAL LEAVE MUST BE USED OR IT WILL BE FORFEITED. RESTORED ANNUAL LEAVE MAY BE RECORDED FOR TWO SEPARATE OCCURENCES AND THIS ELEMENT IDENTIFIES THE FIRST OCCURRENCE.
RESTORED ANNUAL LEAVE 1	RESLV1	349	6 (999.99)	THE BALANCE REPRESENTS THE NUMBER OF UNUSED HOURS OR DAYS OF RESTORED ANNUAL LEAVE. THE BALANCE IS AS OF THE LAST PAY PERIOD PROCESSES. SINCE RESTORED ANNUAL LEAVE MAY BE RECORDED FOR TWO

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				SEPARTE OCCURANCES, THIS ELEMENT IDENTIFIES OCCURANCE 1.
RESTORED ANNUAL LEAVE YEAR 2	RSTLVYR2	355	1	THE CODE IS THE LAST DIGIT OF THE LEAVE YEAR WHEN AN 'MPLYEE'S RESTORED ANNUAL LEAVE MUST BE USED OR IT WILL BE FORFEITED. RESTORED ANNUAL LEAVE MAY BE RECORDED FOR TWO SEPARATE OCCURENCES AND THIS ELEMENT IDENTIFIES THE SECOND OCCURRENCE.
RESTORED ANNUAL LEAVE 2	RESLV2	356	6 (999.99)	THE BALANCE REPRESENTS THE NUMBER OF UNUSED HOURS OR DAYS OF RESTORED ANNUAL LEAVE. THE BALANCE IS AS OF THE LAST PAY PERIOD PROCESSES. SINCE RESTORED ANNUAL LEAVE MAY BE RECORDED FOR TWO SEPARTE OCCURANCES, THIS ELEMENT IDENTIFIES OCCURANCE 2.
		362	5	Blanks. This was formerly the COMPENSATORY TIME BALANCE field.
PAYABLE ANNUAL LEAVE DAYS	ANNLVDY	367	3 (999)	TOTAL DAYS PAYABLE TO A RESIDENT FOR ANNUAL LEAVE. THIS LEAVE MAY BE USED OR CARRIED OVER TO THE NEXT YEAR. IF THE RESIDENT IN THIS PROGRAM RESIGNS OR IS TERMINATED THE BALANCE OF THIS ANNUAL LEAVE MUST BE PAID IN A LUMP SUM PAYMENT.
NON-PAYABLE ANNUAL LEAVE DAYS	NPANLVDY	370	3 (999)	TOTAL DAYS OF NONPAYABLE ANNUAL LEAVE A RESIDENT HAS AVAILABLE TO USE. THE BALANCE IS AS OF THE LAST PAY PERIOD PROCESSED. THIS ANNULA LEAVE MAY BE USED AS LONG AS THE RESIDENT IS IN THIS PROGRAM WITH THE VA. IF HE/SHE RESIGNS OR IS TERMINATED THE LEAVE IS FORFEITED.
MILITARY LEAVE BALANCE- DAYS FISCAL YEAR TO DATE	MILLVBAL	373	6 (999.99)	THE UNUSED BALANCE OF MILITARY LEAVE AN EMPLOYEE HAS TO USE THIS FISCAL YEAR TO DATE. ANY BALANCE REMAINING AT THE END OF THE FISCAL YEAR, UP TO 15 DAYS FOR FULL-TIME EMPLOYEES, WILL CARRY OVER INTO THE NEXT FISCAL YEAR.
MILITARY LEAVE ELIGIBILITY INDICATOR	MILLVIND	379	1	INDICATES IF AN EMPLOYEE IS ELIGIBLE TO ACCRUE AND USE MILITARY LEAVE DURING THE FISCAL YEAR. VALUE "1" REPRESENTS MILITARY LEAVE IN HOURS. A "2" REPRESENTS MILITARY LEAVE IN DAYS.
UNIFORM ALLOWANCE HOURLY RATE	UNIALOW	380	6 (.99999)	THE RATE USED TO COMPUTE THE AMOUNT TO COMPENSATE AN EMPLOYEE FOR PURCHASING UNIFORMS THAT MUST BE WORN ON THE JOB. THE RA TE TABLE IS REVISED PERIODICALLY.
UNIFORM ALLOWANCE ELIGIBILITY DATE	UNALOWDT	386	9(8)	THE YEAR OF THE EFFECTIVE DATE THAT THE UNIFORM ALLOWANCE IS BEGUN. THE FIRST YEAR THE EMPLOYEE RECEIVES THE ENTIRE ANNUAL ALLOWANCE. ON THE ANNIVERSARY OF THE ELIGIBILITY DATE, BIWEEKLY PAYMENTS OF THE UNIFORM ALLOWANCE WILL BEGIN. THE ALLOWANCE IS ADDED TO NET PAY AND REIMBURSE S AN EMPLOYEE FOR PURCHASING UNIFORMS THAT MUST BE WORN WHILE AT WORK.
RETIRED MILITARY INDICATOR	RETMIL	394	1	THE CODE IDENTIFIES AN EMPLOYEE WHO IS A RETIRED MEMBER OF A MILITARY SERVICE. ALSO INDICATES WHETHER THE 'MPLYEE'S RETIREMENT PAY IS SUBJECT TO REDUCTION.
VETERAN PREFERENCE	VETPREF	395	1	CODE IDENTIFIES CATEGORIES OF ENTITLEMENT TO PREFERENCE IN THE FEDERAL SERVICE BASED ON ACTIVE MILITARY SERVICE THAT TERMINATED HONORABLY.
VETERAN PREFERENCE FOR RIF	VETPREFR	396	1	IDENTIFIES EMPLOYEES ENTITLEMENT TO VETERANS PREFERENCES FOR RIF.
VETERANS STATUS	VETSTAT	397	1	THIS FIELD IS USED TO INDICATE THAT AN EMPLOYEE IS A VETERAN AS DEFINED BY 39 U.S.C. 101 AND WHETHER THE EMPLOYEE SERVED BEFORE, DURING OR AFTER THE VIETNAM WAR. MUST BE: B, N, P, V, OR X. FIELD MAY NOT BE

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				BLANK.
MEDICAL MILITARY OCCUPATION SPECIALTY	MEDMILSP	398	1	INDICATES THAT AN EMPLOYEE WAS IN A MEDICAL SPECIALTY OCCUPATION WHILE SERVING IN THE MILITARY.
UPWARD MOBILITY CODE	UPWARD	399	1	CODE INDICATES THAT AN EMPLOYEE HAS BEEN SELECTED FOR AN UPWARD MOBILITY PROGRAM POSITION.
UPWARD MOBILITY DATE	UPDATE	400	8	THE DATE UPWARD MOBILITY STATUS BECAME EFFECTIVE.` `
CURRENT APPOINTMENT AUTHORITY 1	CAA1	408	3	THE FIRST OF TWO POSSIBLE CODES, WHICH IDENTIFIES THE LEGAL AUTHORITY, ASSIGNED BY LAW, EXECUTIVE ORDER, RULE, REGULATION OR OTHER BASIS THAT AUTHORIZES THE APPOINTMENT OF THE EMPLOYEE TO HIS OR HER CURRENT POSITION.
CURRENT APPOINTMENT AUTHORITY 2	CAA2	411	3	THE SECOND OF TWO POSSIBLE CODES, WHICH IDENTIFIES THE LEGAL AUTHORITY, ASSIGNED BY LAW, EXECUTIVE ORDER, RULE, REGULATION OR OTHER BASIS THAT AUTHORIZES THE APPOINTMENT OF THE EMPLOYEE TO HIS OR HER CURRENT POSITION.
UNION DUES ANNIVERSARY DATE	UNDUESDT	414	9(8)	THE EFFECTIVE DAY THAT DEDUCTION FOR UNION DUES IS BEGUN. THE UNION CONTRACT SPECIFIES THAT THE DEDUCTION MAY BE CANCELLED ONLY ON THE ANNIVERSARY OF THE EFFECTIVE DATE. THE CANCELLATION TAKES EFFECT AS OF THE FIRST DAY OF THE PAY PERIOD IN, WHICH THE ANNIVERSARY DATE OCCURS. APPLIES ONLY TO MEMBERS OF THE AFGE.
BARGINING UNIT STATUS CODE	BUSCODE	422	4	THE CODE IDENTIFIES THE STATUS OF THE 'MPLOYEE'S POSITION REGARDING FEDERAL EMPLOYEE BARGINING UNIT REPRESENTATION.
UNION DUES CODE	UNIONCD	426	4	CODE IDENTIFIES A NATIONAL OR LOCAL UNION. THE EMPLOYEE HAS AUTHORIZED THAT A DUES PAYMENT TO THIS UNION BE DEDUCTED FROM EARNINGS AN EMPLOYEE MAY ALSO BE A MEMBER OF OTHER UNIONS.
UNION DUES BIWEEKLY DEDUCTION	UNIONDUE	430	6 (999.99)	THE AMOUNT OF EMPLOYEE AUTHORIZED DUES DEDUCTED FROM EARNINGS EACH PAY PERIOD. AN EMPLOYEE MAY ALSO BE A MEMBER OF OTHER UNIONS.
FOLLOW UP CODE 1	CODE1	436	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE'S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE IN FIELD 1.
* FOLLOW-UP DATE 1	DATE1	438	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 1ST DATE FIELD.
FOLLOW UP CODE 2	CODE2	446	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE IN FIELD 2.
* FOLLOW-UP DATE 2	DATE2	448	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 2ND FIELD.
FOLLOW-UP CODE 3	CODE3	456	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE

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				IN FIELD 3.
* FOLLOW-UP DATE 3	DATE3	458	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 3RD DATE FIELD.
FOLLOW-UP CODE 4	CODE4	466	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO T HE CODE IN FIELD 4.
* FOLLOW-UP DATE 4	DATE4	468	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 4TH DATE FIELD.
FOLLOW-UP CODE 5	CODE5	476	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE IN FIELD 5.
* FOLLOW-UP DATE 5	DATE5	478	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 5TH DATE FIELD.
FOLLOW-UP CODE 6	CODE6	486	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE IN FIELD 6.
* FOLLOW-UP DATE 6	DATE6	488	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 6TH DATE FIELD.
FOLLOW-UP CODE 7	CODE7	496	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN EMPLOYEE'S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO T HE CODE IN FIELD 7.
* FOLLOW-UP DATE 7	DATE7	498	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 7TH DATE FIELD.
FOLLOW-UP CODE 8	CODE8	506	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE IN FIELD 8.
* FOLLOW-UP DATE 8	DATE8	508	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 8TH DATE FIELD.

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FOLLOW-UP CODE 9	CODE9	516	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE IN FIELD 9.
* FOLLOW-UP DATE 9	DATE9	518	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 9TH DATE FIELD.
FOLLOW-UP CODE 10	CODE10	526	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE IN FIELD 10.
* FOLLOW-UP DATE 10	DATE10	528	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 10TH DATE FIELD.
FOLLOW-UP CODE 11	CODE11	536	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE IN FIELD 11.
* FOLLOW-UP DATE 11	DATE11	538	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 11TH DATE FIELD.
FOLLOW-UP CODE 12	CODE12	546	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO AN 'MPLOYEE'S STATION. AN EMPLOYEE'S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO T HE CODE IN FIELD 12.
* FOLLOW-UP DATE 12	DATE12	548	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 12TH DATE FIELD.
FOLLOW-UP CODE 13	CODE13	556	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE IN FIELD 13.
* FOLLOW-UP DATE 13	DATE13	558	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER ^{IN} THE 13TH DATE FIELD.
FOLLOW-UP CODE 14	CODE13	566	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN EMPLOYEE'S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO T HE CODE IN FIELD 14.
* FOLLOW-UP DATE 14	DATE14	568	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A

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				FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER I ^N THE 14TH DATE FIELD.
FOLLOW-UP CODE 15	CODE15	576	2	CODE IDENTIFIES FOR THE AUSTIN DATA PROCESSING CENTER (DPC) A SPECIFIC MESSAGE TO BE SENT TO THE 'MPLOYEE'S STATION. AN 'MPLOYEE' S RECORD MAY CONTAIN UP TO 15 OF THESE CODES. THIS ELEMENT REFERS TO THE CODE IN FIELD 15.
* FOLLOW-UP DATE 15	DATE15	578	8	DATE USED BY THE DATA PROCESSING CENTER (DPC) TO DETERMINE WHEN A FOLLOW-UP NOTICE IS DUE. THE 'MPLOYEE'S RECORD MAY HAVE UP TO 15 OF THESE DATES. THIS ELEMENT REFERS TO THE DAY NUMBER I ^N THE 15TH DATE FIELD.
RETIREMENT CODE	RET	586	1	IDENTIFIES THE RETIREMENT SYSTEM THAT COVERS AN EMPLOYEE.
THRIFT SAVINGS PLAN PARTICIPANT INDICATOR	TSPIND	587	1	THIS CODE INDICATES AN EMPLOYEE HAS ELECTED TO PARTICIPATE IN THE THRIFT SAVINGS PROGRAM AND IS ELIGIBLE FOR PAYROLL DEDUCTIONS.
INTERNSHIP CODE	INTERN	588	1	CODE IDENTIFIES THE STATUS OF NON-CAREER MEDICAL OR DENTAL RESIDENTS, FOR PAY AND SALARY EDIT PURPOSES.
EXTENDED LWOP TITLE 38 EDUCATION	LWOPT38	589	1	LEAVE WITHOUT PAY FOR EDUCATIONAL PURPOSES BY A PHYSICIAN, DENTIST, OR NURSE IS CREDITABLE TIME FOR PROMOTION AND WITH-IN GRADE INCREASE PURPOSES.
SPECIAL ADVANCEMENT FOR PERFORMANCE	SPADT38	590	1	CODES INDICATE THAT ADVANCE NOTICE HAS BEEN PRODUCED FOR A TITLE 38 PHYSICIAN OR DENTIST ELIGIBLE TO BE CONSIDERED FOR SPECIAL ADVANCEMENT FOR PERFORMANCE.
TITLE 38 PROMOTION ELIGIBILITY NOTICE SENT	T38PROM	591	1	NOTICE OF ELIGIBILITY FOR PROMOTION HAS BEEN PRODUCED FOR PHYSICIAN, DENTIST OR NURSE.
COUNTRY OF BIRTH	CNTBITH	592	2	CODE IDENTIFIES THE COUNTRY WHERE EMPLOYEE WAS BORN.
COUNTRY OF MEDICAL SCHOOL	CNTSCH	594	2	CODE IDENTIFIES THE COUNTRY WHERE A TITLE 38 PHYSICIAN OR DENTIST RECEIVED HIS OR HER MEDICAL OR DENTAL DEGREE.
COUNTRY OF VISA	VISACNT	596	2	CODE IDENTIFIES THE COUNTRY WHERE EMPLOYEE WAS ISSUED A VISA.
TYPE OF VISA	VISATYP	598	3	
DIPLOMATE SPECIALTY CODE 1	DIPLO1	601	2	CODE IDENTIFIES THE SPECIALTY OR AREA OF SPECIALIZATION THAT A TITLE 38 PHYSICIAN OR DENTIST HAS BEEN CERTIFIED FOR BY THE AMERICAN BOARD OF SPECIALISTS (ABS). THIS IS THE FIRST OF A POSSIBLE THREE CODES THE EMPLOYEE MAY HAVE ON RECORD.
DIPLOMATE SPECIALTY CODE 2	DIPLO2	603	2	CODE IDENTIFIES THE SPECIALTY OR AREA OF SPECIALIZATION THAT A TITLE 38 PHYSICIAN OR DENTIST HAS BEEN CERTIFIED FOR BY THE AMERICAN BOARD OF SPECIALISTS (ABS). THIS IS THE SECOND OF A POSSIBLE THREE CODES THE EMPLOYEE MAY HAVE ON RECORD.
TITLE 38 VA SERVICE DATE	VASERV	605	8	THE VA SERVICE DATE REFLECTS THE TIME CERTAIN TITLE 38 EMPLOYEES HAVE WORKED IN VA MEDICAL SERVICE. APPLIES TO PHYSICIANS, DENTISTS, PODIATRISTS, OPTOMETRISTS, NURSES, PHYSICIAN ASSISTANTS, AND EXPANDED FUNCTION DENTAL AUXILIARIES (EFDA). THIS PARTICULAR SCREEN ELEMENT IS FOR THE YEAR REFLECTED IN THE SERVICE DATE FIELD.
* SERVICE COMPUTATION DATE - RIF	RIFDATE	613	8	SERVICE COMPUTATION DATE (SCD) FOR REDUCTION IN FORCE
YEARS OF SERVICE FOR RIF		621	2	BASED ON THE EMPLOYEE'S SCD FOR RIF AND THE END OF MONTH THE FILE IS

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				CREATED.
* SERVICE COMPUTATION DATE DAY – RET	RETDAT	623	8	SERVICE COMPUTATION DATE (SCD) FOR RETIREMENT
YEARS OF SERVICE FOR RET		631	2	BASED ON THE EMPLOYEE'S SCD FOR RETIREMENT AND THE END OF MONTH THE FILE IS CREATED.
FROZEN TITLE 38 ANNUAL LEAVE BALANCE	FRZNBAL	633	6 (99.999)	
FROZEN TITLE 38 ANNUAL LEAVE EOPY	FRZNEOY	639	6 (99.999)	
FROZEN TITLE 38 ANNUAL LEAVE USED	FRZNUSE	645	6 (99.999)	
		651	1	POSITION 651 IS NOT USED AT THIS TIME.
P&D TIER	TIER	652	1	
SCHEDULE NUMBER	SCHED	653	4	IDENTIFIES THE LOCALITY PAY SYSTEM (LPS) SCHEDULE AT A STATION
ENHANCED QUALIFICATIONS ASSIGNMENT INDICATOR	ENFQUAL	657	1	IDENTIFIES EMPLOYEES WITH ENHANCED QUALIFICATIONS OR ASSIGNMENTS.
PCD NURSE CLINICAL EXP-RIENCE - 1	NURCLEX1	658	1	CODE IDENTIFIES THE TYPE OF CLINICAL NURSING EXPERIENCE (AT LEAST ONE YEAR IN DURATION) THE EMPLOYEE HAS HAD. THERE ARE MANY CODES FROM WHICH TO SELECT. ONLY 2 MAY BE CODED. THIS SCREEN ELEMENT IS F ^{OR} THE 1ST CODE.
PCD NURSE CLINICAL EXP-RIENCE - 2	NURCLEX2	659	1	CODE IDENTIFIES THE TYPE OF CLINICAL NURSING EXPERIENCE (AT LEAST ONE YEAR IN DURATION) THE EMPLOYEE HAS HAD. THERE ARE MANY CODES FROM WHICH TO SELECT. ONLY 2 MAY BE CODED. THIS SCREEN ELEMENT IS F ^{OR} THE 2ND CODE.
PCD NURSE FUNCTIONAL EXP-RIENCE - 1	NURFNEX1	660	1	CODE IDENTIFIES THE TYPE OF FUNCTIONAL NURSING EXPERIENCE THE EMPLOYEE HAS HAD. THE EMPLOYEE MAY SELECT TWO OF FOUR POSSIBLE TYPES OF FUNCTIONAL EXPERIENCE. THIS SCREEN ELEMENT IDENTIFIES THE FIRST AREA OF SUCH EXPERIENCE.
PCD NURSE FUNCTIONAL EXP-RIENCE - 2	NURFNEX2	661	1	CODE IDENTIFIES THE TYPE OF FUNCTIONAL NURSING EXPERIENCE THE EMPLOYEE HAS HAD. THE EMPLOYEE MAY SELECT TWO OF FOUR POSSIBLE TYPES OF FUNCTIONAL EXPERIENCE. THIS SCREEN ELEMENT IDENTIFIES THE SECOND AREA OF SUCH EXPERIENCE.
PCD NURSE SPECIAL PROGRAM COMPLETION INDICATOR	NURSPRGI	662	1	CODE INDICATES WHEN AN EMPLOYEE HAS COMPLETED EITHER THE VA HEALTH PRO- FESSIOAL SCHOLARSHIP PROGRAM OR THE VA MASTERS EDUCATION IN NURSING ADMINISTRATION PROGRAM. THIS SCREEN ELEMENT WILL BE BLANK IF NEITHER PROGRAM HAS BEEN COMPLETED.
PCD NURSE – COMPLETED SPECIAL PROGRAM	NURSPRGC	663	2	THE CALENDAR YEAR THE NURSE COMPLETED THE SPECIAL PROGRAM.
SALARY LIMITATION CODE	SALLIMC	665	1	INDICATES THE EMPLOYEE'S APPOINTMENT CARRIES A RESTRICTION IN EITHER HOURS OR IN DOLLARS.
SALARY LIMITATION DOLLARS / HOURS	SALLIMD	666	7	PER ANNUM SALARY OR HOURS LIMITATION IN WHOLE DOLLARS OR HOURS THAT APPLIES TO THE EMPLOYEE'S APPOINTMENT.
SEPARATION INDICATOR	SEPIND	673	1	CODE INDICATES THE DELETION OF AN 'MPLOYEE'S MASTER RECORD. VALUES: N= EMPLOYEE IS NOT SEPARA-ING; Y - EMPLOYEE IS SEPARATING.
DISABILITY RETIREMENT INDICATOR	DISRETI	674	1	CODE INDICATES THAT APPLICATION IS A REQUEST FOR DISABILITY RETIREMENT.
OWCP BENEFICIARY	OWCPBEN	675	1	INDICATES EMPLOYEE IS AN OFFICE OF WORKMANS COMPENSATION PROGRAM

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				BENEFICIARY. LWOP CHARGED WILL NOT BE USED FOR DETERMINING WIG INCREASE ELIGIBILITY OR ADJUSTMENT OF SCD.
PROBATIONARY FOR MANAGERS AND SUPERVISORS	PROBMGR	676	1	CODE INDICATES THAT AN APPOINTMENT IS SUBJECT OT PROBATIONARY PERIOD FOR FIRST TIME SUPERVISORS OR MANAGERS BEFORE IT IS CONSIDERED PERMANENT.
PROBATIONARY FOR SENIOR EXECUTIVE SERVICE	PROBSES	677	1	CODE INDICATES THAT AN APPOINTMENT IS SUBJECT OT PROBATIONARY PERIOD UNDER SES BEFORE IT IS CONSIDERED PERMANENT.
COST OF LIVING ALLOWANCE (COLA) PERCENT	COLAPCT	678	6 (.99999)	COLA RATE USED TO CALCULATE THE AMOUNT OF COLA PAID TO EMPLOYEE EACH PAY PERIOD. COLA IS A PERCENTAGE OF BASE P AY. THE PERCENTAGE IS DETERMINED BY THE OFFICE OF PERSONNEL MANAGEMENT (OPM).
VCS COST ACCOUNT 601 SUBCODE	CS601CD	684	1	SUBCODE DENOTES A VCS 'MPLOYEE'S ORGANIZATIONAL UNIT; OR IT DENOTES THAT AN EMPLOYEE IS ON SICK LEAVE PENDING DISABILITY RETIREMEN T. USED ONLY WHEN CHARGES FOR AN 'MPLOYEE'S SERVICES ARE MADE TO COST ACCOUNT 601.
VCS COST ACCOUNT 301 PERCENT	CS301PCT	685	4 (9.99)	DENOTES THE PERCENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 301, RETAIL DEPARTMENT.
VCS COST ACCOUNT 302 PERCENT	CS302PCT	689	4 (9.99)	DENOTES THE PERCENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 302, MANUAL FOOD OPERATI ON.
VCS COST ACCOUNT 303 PERCENT	CS303PCT	693	4 (9.99)	DENOTES THE PERENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 303, AUTOMATIC FOOD OPER ATION.
VCS COST ACCOUNT 304 PERCENT	CS304PCT	697	4 (9.99)	DENOTES THE PERCENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 304, AUTOMATIC BEVERAGE OPERATION.
VCS COST ACCOUNT 701 PERCENT	CS701PCT	701	4 (9.99)	DENOTES THE PERCENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 701, BARBER SHOP.
VCS COST ACCOUNT 702 PERCENT	CS702PCT	705	4 (9.99)	DENOTES THE PERCENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 702, BEAUTY SHOP.
VCS COST ACCOUNT 703 PERCENT	CS703PCT	709	4 (9.99)	DENOTES THE PERCENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 703, TAILOR OR DRY CLEANER.
VCS COST ACCOUNT 704 PERCENT	CS704PCT	713	4 (9.99)	DENOTES THE PERCENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 704, REPAIR SERVICE.
VCS COST ACCOUNT 706 PERCENT	CS706PCT	717	4 (9.99)	DENOTES THE PERCENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 706, PHOTO SERVICE.
VCS COST ACCOUNT 709 PERCENT	CS709PCT	721	4 (9.99)	DENOTES THE PERCENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 709, VENDING MACHINE (OT HER).
VCS COST ACCOUNT 601 PERCENT	CS601PCT	725	4 (9.99)	DENOTES THE PERCENTAGE OF AN 'MPLOYEE'S GROSS PAY EACH PAY PERIOD, TO BE CHARGED TO THE VCS COST ACCOUNT 601.
VCS PIECEWORKER LIFE INSURANCE UNITS	CSPWLI	729	3 (999)	THE NUMBER OF UNITS OF FEGLI BASIC COVERAGE. EACH UNIT REPRESENTS ONE THOUSAND DOLLARS OF LIFE INSURANCE. A MINIMUM OF 10 UN ITS WILL BE ENTERED FOR THOSE EMPLOYEES WHO ARE ELIGIBLE FOR AND WAIVE D THEIR FEGLI COVERAGE. APPLIES TO VCS PIECEWORKER.
VCS PIECEWORKER COMMISSION PERCENT	CSPWPCT	732	4 (.999)	THE PERCENT OF SALES A VCS PIECEWORKER IS ENTITLED TO RECEIVE AS A COMMISSION.
PIECEWORKER ADDITIONAL OPTIONAL LIFE INS	CSWALI	736	5	THE NUMBER OF UNITS OF ADDITIONAL OPTIONAL LIFE INSURANCE ELECTED BY

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			(99999)	THE EMPLOYEE. AN EMPLOYEE MAY ELECT ONE TO FIVE TIMES HIS BASIC LIFE INSURANCE ELEGIBILITY RATE, NOT TO BE LESS THAN \$10,000. EACH UNIT REPRESENTS ONE THOUSAND DOLLARS IN COVERAGE.
VCS PIECEWORKER HOURLY LEAVE OR HOLIDAY	CSPWLV	741	6 (999.99)	THE HOURLY RATE OF PAY A VCS PIECEWORKER IS ENTITLED TO RECEIVE WHILE ON ANNUAL LEAVE (AL), SICK LEAVE (SL), AUTHORIZED ABSENC E, OR HOLIDAY EXCUSED.
LEADERSHIP VA	LVA	747	1	CODE IDENTIFIES AN EMPLOYEE WHO CURRENTLY PARTICIPATES IN, OR HAS PARTICIPATED IN THE LVA PROGRAM. USED FOR TRACKING PURPOSES.
WOP OR RET CREDIT DAYS CALENDAR YEAR	CREDDAY	748	8 (99999.99)	THIS IS A DUAL PURPOSE FIELD TO RECORD OR ADJUST WOP IN HOURS OR DAYS FOR THE CALENDAR YEAR AS APPLICABLE AND TO RECORD OR ADJUST RETIREMENT CREDIT DAYS FOR INTERMITTENT EMPLOYEES.
LWOP THIS SALARY STEP	LWOPST	756	8 (99999.99)	THE ACCUMULATED NUMBER OF HOURS OR DAYS TAKEN AS LWOP. THIS TOTAL INCLUDES ABSENCE WITHOUT LEAVE (AWOL), AND COVERS THE PERIOD FROM THE EFFECTIVE DATE OF THE 'MPLYEE'S LAST EQUIVALENT PAY INCREASE THROUGH THE LAST PAY PERIOD PROCESSED. APPLIES TO FULL-TIME EMPLOYEE.
LWOP PROBATIONARY PERIOD	LWOPPROB	764	8 (99999.99)	THE ACCUMULATED NUMBER OF HOURS OR DAYS TAKEN AS LWOP. THIS TOTAL INCLUDES ABSENCE WITHOUT LEAVE (AWOL), AND COVERS THE PERIOD FROM THE BEGINNING OF THE PROBATIONARY PERIOD THROUGH THE LAST PAY PERIOD PROCESSED. APPLIES TO A FULL-TIME OR PART-TIME EMPLOYEE.
SES POSITION OCCUPIED	SES OCC	772	2	SPECIAL OPM IDENTIFICATION OF POSITION FOR CPDF AND PRINTING ON SF-50B (FOR SES EMPLOYEES ONLY).
LEAVE WITHOUT PAY – SES	LWOPSES	774	8 (99999.99)	NUMBER OF HOURS OF LWOP DURING A PROBATION PERIOD FOR SENIOR EXECUTIVE SERVICE.
LEAVE WITH–UT PAY— MGRS - SUPERVISORS	LWOPMGR	782	8 (99999.99)	NUMBER OF HOURS OF LWOP DURING A PROBATION PERIOD FOR FIRST TIME MANAGERS.
DAYS WORKED FOR CALENDAR YEAR INTERMITTENT	DAYSINT	790	7 (9999.99)	DATA ACCUMULATED TO DETERMINE CREDITABLE SERVICE FOR RETIREMENT CREDIT PURPOSES.
DAYS WORKED FOR INTERMITTENT STEP INCREASE	DYINTST	797	7 (9999.99)	DATA ACCUMULTED TO DETERMINE THE DUE DATE OF THE NEXT STEP INCREASE FOR INTERMITTENT EMPLOYEES.
DAYS WORKED PROBATIONARY PERIOD INTERMITTENT	DYSPROBI	804	7 (9999.99)	DATA ACCUMULATED TO DETERMINE THE DATE THE INTERMITTENT EMPLOYEE WILL COMPLETE HIS/HER PROBATIONARY PERIOD.
SPECIALIZED SKILLS INDICATOR	SPCSKILL	811	1	IDENTIFIES EMPLOYEES APPOINTED AT (OR ADVANCED TO) A HIGHER STEP BASED ON APPOINTMENT OR ASSIGNMENT TO A POSITION REQUIRING SPECIALIZED SKILLS. MAY BE 'B' 'ANK', "" OR 'N'.

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ANNUITANT INDICATOR	ANNUIT	812	1	INDICATES A REEMPLOYED ANNUITANT WHO IS PRESENTLY RECEIVING RETIREMENT BENEFITS. CODE: 1-REEMPLOYED AN-UITANT - CIVIL SERVICE; 2- RETIRED OFFICER; 3-RETIRED ENLISTED; 4-RETIRED OFFICER/REEMPLOYED ANNUITANT-CS ; 5-RETIRED ENLISTED/REEMPLOYED ANNUITAN—CS; 6 - CS- NO REDUCTION; 7- RETIRED OFFICER/CS NO REDUCTION; 8-RETIRED ENLISTED/CS NO REDUCTION; 9-NOT APPLICABLE; A-REEMPLOYEE ANNUITANT-FERS; B-FORMER ANNUITANT-FERS; C-RETIRED OFFICER/REEMPLOYED ANNUITANT-FERS; D- RETIRED OFFICER/FORMER ANNUITANT-FERS;G-FERS NO REDUCTION; H-RETIRED OFFICER/FERS NO REDUCTION; I-RETIRED ENLISTED/FERS NO REDUCTION.
MONTHLY ANNUITY AMOUNT	ANUITAMT	813	8 (99999.99)	MONTHLY FEDERAL ANNUITY PAID TO THE RETIRED EMPLOYEE. THE ANNUITANT'S PAY IS REDUCED BY THE AMOUNT OF THE ANNUITY.
JOB SHARE POSITION INDICATOR	JOB SHARE	821	1	THIS INDICATOR IN A PART-TIME 'MPLYOEE'S MASTER RECORD SIGNIFIES THAT THE POSITION HELD IS BEING SHARED WITH ANOTHER PART-TIME EMPLOYEE.
* ACTUAL SOCIAL SECURITY NUMBER	ACTSSN	822	9	INDICATES THE 'MPLYOEE'S ACTUAL SOCIAL SECURITY NUMBER' WHEN ' 'DUMMY' NUMBER WAS ASSIGNED FOR THE SSN WHEN THE EMPLOYEE HAS TWO APPOINTMENTS AT THE SAME FACILITY.
** RNO CODE	RNO	831	1	RACE AND NATIONAL ORIGIN CODE
** HANDICAP CODE	HANDICAP HCAP1 HCAP2	832 832 833	2	CODE IDENTIFIES THE PHYSICAL OR MENTAL IMPAIRMENTS THAT ARE LIKELY TO CAUSE AN INDIVIDUAL TO EXPERIENCE CHALLENGES IN OBTAINING, MAINTAINING OR ADVANCING IN EMPLOYMENT.
PAID PAY PLAN	PPLAN	834	1	PAID CODE IN 'MPLYOEE'S RECORD THAT IDENTIFIES THE PAY SYSTEM UNDER WHICH THE 'MPLYOEE'S COMPENSATION IS DETERMINED (I.E.) "A" FOR "GS", "B" FOR "GM", etc.
** Ethnicity and Race Indicators	RNOALL6	835	6	ERI data elements using zeros and ones.
** Ethnicity and Race Indicators	RNO1	835	1	ERI data element using zero and one for Hispanic.
** Ethnicity and Race Indicators	RNO2	836	1	ERI data element using zero and one for American Indian or Alaska Native.
** Ethnicity and Race Indicators	RNO3	837	1	ERI data element using zero and one for Asian.
** Ethnicity and Race Indicators	RNO4	838	1	ERI data element using zero and one for Black or African American.
** Ethnicity and Race Indicators	RNO5	839	1	ERI data element using zero and one for Native Hawaiian or Other Pacific Islander.
** Ethnicity and Race Indicators	RNO6	840	1	ERI data element using zero and one for White.
Position Sensitivity	POSSENS	841	2	Code for employee's position sensitivity level.
Security Investigation Level	SECLEVEL	843	4	Identifies the degree of access to information and materials.
Security Investigation Completion Indicator	SECCOMP	847	1	Indicates the status of a security investigation.
Security Investigation Completion Date	SECDATE	848	8	Indicates the date the security investigation was completed.
Tele-work Indicator	TELEWORK	856	1	Tele-work Indicator
		857	18	POSITIONS 857 THROUGH 874 ARE NOT USED AT THIS TIME.

Dates are eight characters and are in a MMDDYYYY format.

Currently there are no Baylor Plan employees and this file does not have any fields allocated for Baylor Plan information. When needed this file can be modified.

Numeric field will contain leading zeros and when applicable a decimal point

* Field will not be in files that contain RNO/Handicap Data.

** Field will not be in files that contain Name, SSN, & other identifying data.

Attachment L: Contractor Rules of Behavior

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hardcopy ("Data"), VA information systems and resources ("Systems"), and VA "sites" ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:

- a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.
- c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.
- d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.
- e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).
- f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.
- g. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Representative (COR). If the contractor believes the policies and guidance provided by the COR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

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h. I will report suspected or identified information security/privacy incidents to the COR and to the local ISO or Privacy Officer as appropriate.

2. GENERAL RULES OF BEHAVIOR

a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

b. The following rules apply to all VA contractors. I agree to:

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive

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information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.

(11) Follow VA Handbook 6500.1, Electronic Media Sanitization to protect VA information. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders.

(12) Ensure that the COR has previously approved VA information for public dissemination, including e-mail communications outside of VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.

(13) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA unless explicitly authorized under the contract or in writing by the COR.

(14) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COR.

(15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.

(16) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COR.

(17) Understand that restoration of service of any VA system is a concern of all users of the system.

(18) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

3. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

b. Remote access to non-public VA information technology resources is prohibited from publicly available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

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c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COR.

d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

4. STATEMENT ON LITIGATION

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

5. ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

Print or type your full name

Signature

Last 4 digits of SSN

Date

Office Phone
Contractor's Company Name

Position_____

Please complete and return the original signed document to the COR within the timeframe stated in the terms of the contract.

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Attachment M: Acronyms

Acronym	Expansion
A&A	Assessment and Authorization
AITC	Austin Information Technology Center
ATO	Authority to Operate
BRM	Business Reference Model
BUS	Bargaining Unit Status
CCAB	Change Control Advisory Board
CDR	Critical Design Review
CLIN	Contract Line Item Number
COBOL	Common Business Oriented Language
COOP	Continuity of Operations Plan
COLA	Cost of Living Allowance
CONOPS	Concept of Operations
CO	Contracting Officer
COR	Contracting Officer's Representative
DACA	Days After Contract Award
DCPS	Defense Civilian Personnel System
DFAS	Defense Finance Accounting Service
EHRI	Enterprise Human Resources Integration
EIT	Electronic and Information Technology
EODS	Entrance on Duty Solution
eOPF	Electronic Official Personnel Folder
FAR	Federal Acquisition Regulation
FEA	Federal Enterprise Architecture
FIPS	Federal Information Processing Standard
FISMA	Federal Information Systems Management Act
GRS	General Records Schedule
HR	Human Resources
HR LOB	Human Resources Line of Business
HRIS	Human Resources Information Systems
IDMS	Integrated Database Management System
IOT&E	Initial Operational Test and Evaluation
ICD	Interface Control Document
IMP	Integrated Master Plan
IT	Information Technology

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Acronym	Expansion
ITIL	Information Technology Infrastructure Library
IV&V	Independent Verification and Validation
TMS	Talent Management System
NACI	National Agency Check with Inquiries
NARA	National Archives and Records Administration
NCA	National Cemetery Administration
NIST	National Institute of Standards and Technology
NOA	Nature of Action
OCX	non-OLE Control Extension
OHRM	Office of Human Resource Management
OLDE	On Line Data Entry
OMB	Office of Management and Budget
OPM	Office of Personnel Management
PAID	Personnel and Accounting Integrated Data
PII	Personally Identifiable Information
PM	Project Manager
PMA	President's Management Agenda
PMAS	Project Management Accountability System
PMP	Project Management Professional
PMR	PAID Master Records
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
RFP	Request for Quote
RSD	Rogers Software Development
RTM	Requirements Traceability Matrix
SCM	Service Component Model
SES	Senior Executive Service
SLA	Service Level Agreement
SSA	Social Security Administration
SSC	Shared Service Center
SSN	Social Security Number
T&A	Time and Attendance
TM	Technical Model

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Acronym	Expansion
TSO	Time Sharing Option
VA	Department of Veterans Affairs
VACO	Veterans Affairs Central Office
VATAS	Veterans Affairs Time and Attendance System
VBA	Veterans Benefits Administration
VHA	Veterans Health Administration
WBS	Work Breakdown Structure

Attachment N: Definitions

Assessment and Authorization (A&A): A process that ensures that systems and major applications adhere to formal and established security requirements that is well documented and authorized. Informally known as A&A, assessment and authorization is required by the Federal Information Security Management Act (FISMA) of 2002.

Authority To Operate (ATO) Determination Letter: certification issued by the appropriate authority certifying the system has met all security requirements and may be connected to VA infrastructure.

Business Reference Model (BRM): A reference model, concentrating on the functional and organizational aspects of the core business of an enterprise, service organization, or government agency.

Certification: The comprehensive evaluation of the technical and non-technical security features of an information system (IS) and other safeguards, made in support of the authorization process, to establish the extent to which a particular design and implementation meets a set of specified security requirements.

Change Control Advisory Board (CCAB): A committee that makes decisions regarding whether or not proposed changes to a software project should be implemented. The change control board constitutes project stakeholders or their representatives. The authority of the change control board may vary from project to project, but decisions reached by the change control board are often accepted as final and binding.

Common Business Oriented Language (COBOL): A computer software language from the 1970s whose primary domain is business, finance, and administrative systems for companies and governments.

Configuration: The functional or physical characteristics of equipment, systems, hardware, or software set forth in technical documentation and achieved in a product.

Configuration Management (CM): A discipline applying technical and administrative direction and surveillance to: (a) identify and document the functional and physical characteristics of a particular item, system, etc.; (b) control changes of those characteristics; and (c) record and report changes to processing and implementation status.

Contract: All types of agreements and orders for the procurement of supplies or services.

Contractor: The government or private-sector organization that will serve as an integrator to develop, assemble, and execute a comprehensive solution to complex information technology requirements contained in this PWS and resulting contract.

Contracting Officer (CO): An individual appointed in accordance with procedures prescribed by the Federal Acquisition Regulation with the authority to enter into, administer contracts, and make determinations and findings with respect thereto, or with any part of such authority.

Contracting Officer Representative (COR): An individual appointed in writing by the Contracting Officer to oversee the technical performance of the contractor. The COR does not have the ability to modify any terms of the contract but may recommend changes to the Contracting Officer.

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Corrective Action: Consists of those efforts required to correct reported deficiencies and mitigate reoccurrence of defects.

Cost of living allowance (COLA): The cost of maintaining a certain standard of living. Changes in cost of living over time are often operationalized in a cost of living index. COLA results in an increase in compensation in order to counteract the higher cost of living in specified areas.

Electronic Official Personnel Folder (eOPF): An E-Government initiative developed for all federal agencies by the Office of Personnel Management (OPM) to manage and administer the official personnel folder process and to provide employees access to their individual file through a secure Internet connection.

Emergency: The reporting of sudden, usually unforeseen, occurrences where life or property are in immediate danger and require immediate action.

Enterprise Architecture (EA): A description including graphics of the systems and interconnections providing for or supporting various functions. EA defines the physical connection, location, and identification of such key nodes as circuit and network platforms, and allocates system and component performance parameters.

Facilities: Buildings or structures, in whole or in part, furnished by the government or Contractor for contract performance.

Federal Acquisition Regulation (FAR): The principal set of rules in the Federal Acquisition Regulation System. This system consists of sets of regulations issued by agencies of the Federal government of the United States to govern what is called the "acquisition process," which is the process through which the government purchases ("acquires") goods and services. That process consists of three phases: (1) need recognition and acquisition planning, (2) contract formation, and (3) contract administration. The FAR System regulates the activities of government personnel in carrying out that process. It does not regulate the purchasing activities of private-sector firms, except to the extent those parts of it are incorporated into government solicitations and contracts by reference.

Federal Enterprise Architecture (FEA): The enterprise architecture of a federal government, which provides a common methodology for information technology (IT) acquisition, use, and disposal in that federal government

Fiscal Year (FY): A period of 12 months beginning 1 October and ending 30 September of the following calendar year. Fiscal year is designated by the calendar year in which it ends.

General Records Schedule (GRS): A NARA-issued schedule governing the disposition of specified records common to several or all agencies.

Guidance: A statement of direction including, but not limited to, rules, laws, regulations, guidelines, and directives.

Human Resources (HR): A term used to refer to how people are managed by organizations. The field has moved from a traditionally administrative function to a strategic one that recognizes the link between talented and engaged people and organizational success.

Human Resources Information Systems (HRIS): The systems and processes at the intersection between human resource management (HRM) and information technology. It

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merges HRM as a discipline and in particular, its basic HR activities and processes with the information technology field, whereas the programming of data processing systems evolved into standardized routines and packages of enterprise resource planning (ERP) software.

Information Technology (IT): The study, design, development, implementation, support or management of computer-based information systems, particularly software applications and computer hardware. IT deals with the use of electronic computers and computer software to convert, store, protect, process, transmit, and securely retrieve information.

Infrastructure: The top-level design of communications, processing, and operating system software and describes the performance characteristics needed to meet database and application requirements. It includes processors, operating systems, service software, and standards profiles that include network diagrams showing communication links with bandwidth, processor locations, and capacities to include hardware builds versus schedule and costs.

Integration: The result of an effort that seamlessly joins two or more similar products (e.g., individual system elements, components, modules, processes, databases, or other entities) to produce a new product. The new product functions as a replacement for two or more similar entities or products within a framework or architecture.

Maintenance: The support and repair of information technology hardware and software in accordance with applicable specifications, including but not limited to diagnosing failures, performing corrective action to ensure proper operation.

OLE Control Extension (OCX): A technology that allows embedding and linking to documents and other objects developed by Microsoft. For developers, it brought OLE Control eXtension (OCX), a way to develop and use custom user interface elements.

Organization: An administrative unit with a mission. The term is used in a very broad sense throughout this document.

Performance Work Statement (PWS): The section of the quotation and contract that contains the required capabilities and performance.

Personnel and Accounting Integrated Data (PAID): An application designed to handle payroll and HR processes. Normal processing includes regulatory and individually authorized withholding deductions, leave balances, retirement, promotions, reassignments, bond and savings allotments.

Phase-in Period: The period(s) during which the Contractor deals with the transfer of performance responsibility from the legacy provider to the Contractor

Phase-out Period: The 90-day period prior to completion of the contract.

Program: An organized set of activities directed toward a common purpose, objective, or goal undertaken or proposed by an Agency to carry out assigned responsibilities. The term is generic and may be applied to many types of activities. Acquisition programs are programs whose purpose is to deliver a capability in response to a specific mission need. Acquisition programs may comprise multiple acquisition projects and other activities necessary to meet the mission need.

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Project: A single undertaking or task involving maintenance, repair, construction, or equipment-in-place, in which a facility or group of similar facilities are treated as an entity with a finite scope.

Quality Assurance (QA): Actions taken by the government to inspect or check goods and services to determine that they meet or do not meet requirements of the contract. See QASP for further detail.

Quality Assurance Surveillance Plan (QASP): An organized written document used by government for verification that the Contractor is performing per contracted terms. The document contains sampling/evaluation guides, checklists, and the performance requirements summary.

Quality Control (QC): Those actions taken by a service Contractor to control the performance of services so they meet the requirements of the PWS. See Quality Control Plan for further detail.

Quality Control (QC) Plan: The Contractor's system to control the equipment, systems, or services so that they meet the requirements of the contract.

Requirement: A need or demand. A subtype of guidance. May be specified in other guidance or derived from necessity and circumstances. Effort mandated by this PWS and as directed by the CO within the scope of the resulting contract.

Requirements Traceability Matrix (RTM): A document, usually in the form of a table, which correlates any two baselined documents that require a many to many relationship to determine the completeness of the relationship. It is often used with high-level requirements (these often consist of marketing requirements) and detailed requirements of the software product to the matching parts of high-level design, detailed design, test plan, and test cases. For instance, a requirements traceability matrix is used to check whether the current project requirements are being met, and to help in the creation of a request for quote, various deliverable documents, and project plan tasks.

Sensitive: Documents, data, information, systems, products, services, items, etc., requiring protection and control because of statutory requirements or regulations.

Talent Management System (TMS): A software application that manages the administration, documentation, tracking, and reporting of training programs, classroom and online events, e-learning programs, and training content.

Task: An activity with associated resources that is directed by the CO in accordance with the PWS and the resulting contract.

Work Breakdown Structure (WBS): Is a tool used to define and group a project's discrete work elements (or tasks) in a way that helps organize and define the total work scope of the project. A work breakdown structure element may be a product, data, a service, or any combination. A WBS also provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control. Additionally the WBS is a dynamic tool and can be revised and updated as needed by the project manager.

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Attachment O: References

The most current versions of the HR LOB EA documents are available at www.opm.gov/egov. Individual links to documents are provided below. A brief description of each model and the HR LOB target requirements is described below:

HR LOB Target Requirements: Human Resources Line of Business (HR LOB) Target Requirements for Shared Service Centers, version 4.0, defines target requirements for both “core” and “non-core” services that may be offered by HR LOB shared service centers. The HR LOB target requirements report establishes a single comprehensive business process-driven vision for services and technology provides an agency-driven basis for OMB and OPM to certify Contractors and provides a single cross-government blueprint for future service and technology design specifications
(<http://apps.opm.gov/egov/documents/requirements/Target%20Requirements%20Report%20for%20SSCs%20Version%204.0.pdf>)

Business Reference Model: The HR LOB business reference model (BRM) is the foundation of the enterprise architecture. The BRM provides an end-to-end description of the HR business processes as found in the federal government. The BRM has become the acknowledged standard used by public and private entities to understand the HR processes of the federal government.
(http://www.opm.gov/egov/documents/architecture/BRM_Report_V2.pdf)

Data Model: The objective of the HR LOB data model (DM) is to identify the data needed to execute the HR LOB BRM processes. The HR LOB DM is depicted at the conceptual and logical levels to describe the data in as much detail as possible, but it does not specify how the data will be physically implemented in a database. The DM will enable the federal government to communicate more accurately and efficiently about the structure, content, and purpose of HR data by encouraging standardization of data description, data context, and data sharing.
(http://www.opm.gov/egov/documents/architecture/HRLOB_DM.pdf)

Performance Model: The HR LOB performance model provides a framework for performance measurement and identifies a common set of HR performance measures to be used throughout the federal government. This framework can be used to measure human capital strategic outcomes and agency mission results.
(http://www.opm.gov/egov/documents/architecture/HRLOB_PM_6.30.06.pdf).

Service Component Model: The HR LOB service component model (SCM) identifies HR services – *service components* – and proposes the means for providing them to its customers – *service delivery*. It provides a framework and vocabulary for guiding discussions between Contractors and customer agencies and is meant to be a catalyst for true cross-agency collaboration. (<http://www.opm.gov/egov/documents/architecture/HRLOBSCMv2.pdf>)

Technical Model: The HR LOB Technical Model (TM) delineates the key technical requirements for the enabling technologies that underlie HR LOB services. These requirements provide the foundation for technology standardization and the resulting reuse of technology and service components across the federal government.
(<http://www.opm.gov/egov/documents/architecture/HRLOBTMv2.pdf>)

The Federal Transition Framework: The HR LOB Federal Transition Framework (FTF), pilot version, was published in June 2006. This document provides clear and consistent information

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that describes government-wide IT policy objectives and cross-agency initiatives. The FTF does not create policy; rather, it provides a structure to organize and publish information. The enterprise architecture described in the above documents supports FTF objectives.

(http://www.whitehouse.gov/omb/egov/documents/FTF_Catalog_PDF_Ver10_Final_Dec_2006.pdf)

Below is a listing of important reference material applicable to this effort.

Category	Title	Website
Statutory	Computer Security Act of 1987	http://www.cdt.org/crypto/admin/computer.security.act.html
	Title XVII-Federal Government Paperwork Elimination Act	http://www.whitehouse.gov/omb/fedreg/gpea2.html
	44 U.S.C. 3541, Federal Information Security Management Act (FISMA) of 2002	http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=Cite:+44USC3541
	10 U.S.C. 2224, Defense Information Assurance Program	http://www.law.cornell.edu/uscode/10/usc_sec_10_00002224----000-.html
Policies, Regulations and Directives	Department of Defense: Directive on Information Assurance	http://www.dtic.mil/whs/directives/corres/pdf/850001p.pdf
	OMB Circular A-130, "Management of Federal Information Resources	http://www.whitehouse.gov/omb/circulars/a130/a130trans4
	Homeland Security Presidential Directive (12) (HSPD-12)	http://www.fas.org/irp/offdocs/nspd/hspd-12.html
	VA Directive 0710, "Personnel Suitability and Security Program," September 10, 2004	http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=487&FTYPE=2
	VA Directive 6102, Internet/Intranet Services, July 15, 2008	http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FTYPE=2
	VA Directive 6500, Information Security Program	http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=373&FTYPE=2
	VA Handbook 6500, Information Security Program	http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=56
	VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle	http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=485&FTYPE=2
	VA Handbook 6500.6, Contract Security	https://www.voa.va.gov/DocumentView.aspx?DocumentID=228

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	Program Management Accountability System (PMAS) portal (reference PWS References -Technical Library	https://www.voa.va.gov/
	Department of Defense: National Security Agency Common Criteria Evaluation and Validation Scheme (CCEVS) security	http://niap.bahialab.com/cc-scheme/index.cfm
	Instruction on Information Assurance	http://niap.bahialab.com/cc-scheme/policy/dod/d85002p.pdf
	M-06-16, Protection of Sensitive Agency Information	http://www.whitehouse.gov/omb/memoranda/fy2006/m06-16.pdf
	National Security Telecommunications and Information Systems Security Policy (NSTISSP) No. 11, National Information Assurance Acquisition Policy	http://www.niap-ccevs.org/faqs/nstissp-11/
	Office of Management and Budget (OMB) guidelines on The E-Federal Government Act of 2002, Sec. 208 on Privacy Provisions (see Privacy Impact Assessment requirements)	http://www.whitehouse.gov/omb/memoranda/m03-22.html
	Management of Federal Information Resources Office of Management and Budget (OMB) Circular A-130 (34 FR 6428), Security of Federal Automated Information Resources” (Appendix III) Feb 96	http://www.whitehouse.gov/omb/circulars/a130/a130appendix_iii.html .
	Office of Management and Budget (OMB) Circular A-130,	http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html
	Section 508 36 C.F.R. Part 1194	www.section508.gov
	Office of Management and Budget Memorandum M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002	http://www.whitehouse.gov/omb/memoranda_m03-22/
Standards	Federal Information Processing Standards	http://csrc.nist.gov/publications/fips
	Federal Information Processing Standards (FIPS) Publication 140-2, Security Requirements For Cryptographic Modules	http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf
	FIPS 199 Standards for Security Categorization of Federal Information and Information Systems	http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-1990final.pdf
	FIPS 201-1 Personal Identity Verification (PIV) of Federal Employees and Contractors	http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf

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IEEE Standard 1362-1998, IEEE Guide for Information Technology-System Definition- Concept of Operation document	http://standards.ieee.org/reading.ieee.std_public/description.se.1362-1998_desc.html
NIST Security Publication 800-23, Guideline to Federal Organizations on Security Assurance and Acquisition/Use of Tested/Evaluated Products	http://csrc.nist.gov/publications/nistpubs/800-23/sp800-23.pdf
NIST Special Publication 800-12 An Introduction to Computer Security	http://csrc.nist.gov/publications/nistpubs/800-12/handbook.pdf
NIST Special Publication 800-14, Generally Accepted Principles and Practices for Securing Information Technology Systems	http://csrc.nist.gov/publications/nistpubs/800-14/800-14.pdf
NIST Special Publication 800-16, Information Technology Security Training Requirements	http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf
NIST Special Publication 800-16, Information Technology Security Training Requirements: Appendices: A Role and Performance based Model	http://csrc.nist.gov/publications/nistpubs/800-16/AppendixA-D.pdf ,
NIST Special Publication 800-28, Guidelines on Active Content and Mobile Code	http://csrc.nist.gov/publications/nistpubs/800-28-ver2/SP800-28v2.pdf
NIST Special Publication 800-30, Risk Management Guide for Information Technology Systems	http://csrc.nist.gov/publications/nistpubs/800-30/sp800-30.pdf
NIST Special Publication 800-34 Contingency Planning Guide for Information Systems	http://csrc.nist.gov/publications/nistpubs/800-34/sp800-34.pdf
NIST Special Publication 800-37, Guide for the Security Certification and Accreditation of Federal Information Systems	http://csrc.nist.gov/publications/nistpubs/800-37/SP800-37-final.pdf
NIST Special Publication 800-44 Guidelines on Securing Public Web Servers	http://csrc.nist.gov/publications/nistpubs/800-44/sp800-46.pdf
NIST Special Publication 800-46 Security for Telecommuting and Broadband Communications	http://csrc.nist.gov/publications/nistpubs/800-46/sp800-46.pdf
NIST Special Publication 800-47, Security for Interconnecting Information Technology Systems	http://csrc.nist.gov/publications/nistpubs/800-47/sp800-47.pdf
NIST Special Publication 800-53 Revision 3, Recommended Security Controls for Federal Information Systems and Organizations	http://csrc.nist.gov/publications/nistpubs/800-53-Rev2/sp800-53-rev2-final.pdf
NIST Special Publication 800-53, Recommended Security Control for Federal Information Systems	http://csrc.nist.gov/publications/drafts/SP800-53A-spd.pdf

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	NIST Special Publication 800-53A, Guide to Assessing the Security Control in Federal Information Systems	http://csrc.nist.gov/publications/nistpubs/800-53A-rev1/sp800-53A-rev1-final.pdf
	NIST Special Publication 800-60 Revision 1, Guide for Mapping Types of Information and Information Systems (2 volumes)	http://csrc.nist.gov/publications/nistpubs/800-60-rev1/SP800-60_Vol1-Rev1.pdf http://csrc.nist.gov/publications/nistpubs/800-60-rev1/SP800-60_Vol2-Rev1.pdf
	NIST Special Publication 800-61, Computer Security Incident Handling Guide	http://csrc.nist.gov/publications/nistpubs/800-61/sp800-61.pdf
	NIST Special Publication 800-63 Version 1.0.2 Electronic Authentication Guideline	http://csrc.nist.gov/publications/nistpubs/800-63/SP800-63V1_0_2.pdf
	NIST Special Publication SP800-64, Security Considerations in the Information System Development Life Cycle	http://csrc.nist.gov/publications/nistpubs/800-64-SP800-64.pdf
	SAS-70, Statement of Auditing Standards (SAS) No. 70 developed by the American Institute of Certified Public Accountants (AICPA)	http://www.sas70.com

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Attachment P: Procedures for Processing Task Assignments

O1 Policy

- 1.0 Services to be performed under VA's Systems to Drive Performance Dashboard Development contract will be authorized through the issuance of a series of Task Assignments (TA). The TA process is a management tool to provide VA control over the expenditure of resources by providing a more granular level of control for work assigned and the associated costs. Specific TAs shall be placed, in writing, by the Contracting Officer's Technical Representative (COTR) to the contractor.
- 2.0 The written TA provided by the COTR will consist of: a task assignment number; a description of specific tasks to be performed by the contractor; a set of deliverables and due dates; the anticipated level of effort required to complete the tasks broken down by labor category; anticipated travel costs; and the overall start and completion dates. Each Task Assignment must fall under one of the major tasks areas defined in the contract Performance Work Statement (PWS).
- 3.0 The following process will be used to issue a TA:
 - 3.1 Proposed TA (including modifications to existing TAs) shall be developed in one of two ways.
 - 1) First, the customer may develop a TA if it determines services are needed or that an existing Task Assignment must be modified.
 - 2) Second, the customer and the contractor may collaboratively develop a TA based upon a collective understanding of need.
 - 3.2 The COTR will review the proposed task description and determine if there are sufficient funds on the task order, the proposed work is within scope, and that the proposed task can be accomplished within the timeframe remaining on the task order. The COTR will consult with the contracting officer should there be any question regarding the scope of a proposed task.
 - 3.3 Attachment M 2 is the model Task Assignment document to be used by the COTR to authorize performance of work on the contract/task order. At a minimum, the Task Assignment will include:
 - a. Description of the requirement: A description of work requirements for each proposed tasks, the overall period of performance, required deliverables and due dates,
 - b. Task Order PWS Paragraph(s) Proposed Task(s) Falls Under: The COTR must verify the work is within scope and make notation of the PWS paragraph(s) that the work falls under.
 - c. General TA Information:
 - Title of TA
 - Program Name that Task Assignment Supports
 - Location for Service
 - Other information as necessary

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3.4 The COTR will provide the proposed TA request to the contractor's program manager which delineates the task(s) required. Within 5 business days, the contractor shall provide, to the COTR, a Task Implementation Plan (TIP) that consists of the following:

- a. Work plan to accomplish the proposed TA, to include PMP and schedule
- b. Identification of proposed Key Personnel
- c. Estimate to accomplish the Task Assignment that includes a breakdown of labor hours by labor category and the fully burdened labor rates agreed to in the Task Order. Estimate shall also include any required travel.
- d. An estimated impact on performance of any other task assignments
- e. Description of any assumptions associated with accomplishing the proposed task assignment
- f. Acceptance of VA's schedule and deliverables or its proposed schedule of performance and applicable deliverables
- g. Any other pertinent information to the proposed work

3.5 The COTR will review the TIP to ensure it meets VA requirements in accordance with C3, Task Assignment Review. If the TIP falls short on any of the criteria, the COTR should work with the contractor to resolve the problem. If necessary, the COTR can request the contractor make changes to some aspect of the TIP or the Task Assignment may be adjusted accordingly. The COTR may coordinate with the contracting officer at any time during the process to obtain additional direction or advice. The COTR is responsible for maintaining adequate records and documentation associated with the genesis, execution and administration of each Task Assignment. These records will be periodically reviewed by the contracting officer or his designee.

3.6 After the COTR has reached agreement with the contractor on work requirements, estimated cost, and performance period, the following shall occur:

- a. The TA shall be signed by the VA Customer, the contractor's program manager and approved by the COTR. This may be accomplished via email.
- b. The COTR will forward a approved copy of the TA via email to the contracting officer.
- c. The COTR shall create and maintain a TA folder that shall contain the TA and related correspondence concerning the administration of the TA.

3.7 The COTR will monitor the contractor's performance of the TAs to completion. Each month the contractor will report in its Progress Report the hours spent and total cost for the task order broken out by each Task Assignment.

3.8 TAs may only be modified by the COTR/CO, as long as the changes are within the scope of the task order PWS.

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M2 TASK ASSIGNMENT FORM

TASK ASSIGNMENT NUMBER: To be issued by the COTR		
CONTRACT: TBP		
SOW PARAGRAPH(S) TASK FALL UNDER:		
CUSTOMER THAT TASK SUPPORTS:		
TITLE OF TASK ASSIGNMENT:		
DESCRIPTION OF WORK TO BE PERFORMED : See Attached Detailed Requirements		
SCHEDULE OF PERFORMANCE/DELIVERABLES LIST AND DUE DATES: See Attached Detailed Requirements		
PERIOD OF PERFORMANCE: TBP		
PLACE OF PERFORMANCE: TBP		
ESTIMATED COST: To Be Completed		
NAME AND PHONE NUMBER OF CONTACTS:		
TECHNICAL MONITOR:	COTR:	CONTRACTOR PM:
ORGANIZATION, ADDRESS AND PHONE:	ORGANIZATION, ADDRESS AND PHONE:	ORGANIZATION, ADDRESS AND PHONE:
<p>This Task Assignment is issued pursuant to the Task Assignment procedures of the subject contract. A Task Implementation Plan is requested to be provided to the COTR within 5 business days. Work is not to commence until the plan has been accepted by the government and both parties have signed below.</p>		
<p>Signature and date of Contractor's Program Manager (PM):</p> 		
<p>Signature and date of VA Customer:</p> 		

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O3 TASK ASSIGNMENT REVIEW

Task Assignment (TA) Number:		
Task Title:		
TA Effective Date:		
TA Completion Date:		
TA Estimated Dollar Value:		
Review Questions	YES	NO
Is scope of TA within overall scope of contract statement of work?		
Are sufficient funds available on the contract?		
Are specific deliverables listed and consistent with reporting requirements?		
Does the TA authorize travel?		
Does the TA authorize Other Direct Costs?		
Does the TA detail Government Furnished Property?		
Is the technical review complete and in agreement with work requirements?		
Is the technical review in agreement with the period of performance?		
Are all parties in agreement with the estimated cost?		
Are Comments and Reconciliation attached?		
Comments:		
Signature of the Contracting Officer's Technical Representative and date:		

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Attachment Q: Invoice Instructions

To be considered a proper invoice, the following information shall be included:




- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

The contractor shall include the following statement on all invoices submitted for payment: “The costs and prices contained within this invoice do not exceed the allowable costs/prices of the task order.”

The contractor shall ensure that all invoices are accepted by the COR before submitting the invoice for approval and payment in ITSS. Invoices shall only contain awarded labor categories and materials as identified in its offer. The contractor shall email the COR the invoice for review and acceptance prior to uploading the invoice in ITSS. The COR will respond with the following statement: “I, *printed name of COR*, have verified that in a satisfactory manner the items identified have been received and/or the services have been rendered and I take no exception to this invoice.” Instructions for submitting proper invoices and COR acceptance for payment are as follows:

Step	Action	Result
1	If you are already at the Interface page, skip to step 3.	
2	If you have not already done so, access the IT-Solutions Shop Home page and log into the system. For additional instructions, see How To Log Into ITSS . If you are already logged in, click on the banner at the top of the form to automatically return to the Interface page.	The Interface page appears.
3	Click on the Create Support Docs link.	The "Support Documents" page appears listing the orders awarded to your company.
4	<ul style="list-style-type: none">• In the list, highlight the Order ID number of	<ul style="list-style-type: none">• The Order ID will appear at

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	<p>the order on which you need to submit an invoice.</p> <ul style="list-style-type: none"> You can also type the Order ID into the Find a Specific Order box and click on the Go button. 	the top of the list.
5	In the << Select Support Document >> drop down menu select Acceptance Information .	
6	<p>Click on the Create button.</p> 	An "Acceptance Information" form appears.
7	Enter the Date Delivered . This field indicates the date that the goods were delivered on or the last day of the month of service.	
8	If you are attaching a file containing the invoice to the form, check the Invoice Attached box.	
9	If you checked the Invoice Attached box in the previous step, enter the invoice number in the Invoice Number field.	
10	If you are not attaching a file, the description of the goods and/or labor supplied should be entered in the Detailed Comments text box, as well as any other miscellaneous remarks you may want to add.	
11	Enter the dollar amount of the Amount Delivered in the corresponding field. Labor will be visible if this was a Project order. Commodities will be visible if this was a Commodities order. For a mixed accrual order, you will see both fields. Enter the dollar amount to be invoiced for each.	
12	<p>Click on the Attach Files icon to attach an invoice or any other supporting documents as necessary.</p>  <p>See the Related Tasks section above for more help on attaching files to a form.</p>	If you attached any files, links to those files appear under the File Attachments section.
13	<p>Click on the Submit button.</p> 	If any of the required fields (marked with yellow dot) are left blank, an error message will prompt you to return to the form to complete it.

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		Otherwise, a small separate window opens asking you: "Are you sure you want to submit this Acceptance Information document?"
14	Click on OK to submit the request for acceptance of the invoice.	
What's Next?	<p>Email will be sent to the client informing him or her that an "Acceptance Information" form has been submitted for review.</p> <p>The client or the GSA Customer Service Rep (CSR) will log onto ITSS, edit your "Acceptance Information" and enter whether the invoice and the amounts are accepted, rejected, or partially accepted. At this point, you will be sent an email and the status of the document will be updated to "Accepted", "Rejected", or "Partially Accepted."</p> <p>If accepted or partially accepted, the Acceptance Information will be sent to Ft. Worth with your invoice for payment.</p> <p>If rejected, contact the CSR listed on the order to resolve the issue.</p>	

INVOICE SUBMISSION

It is preferred that the contractor submit invoices electronically. The contractor shall choose the electronic method (1) or the hard copy method (2) below, not both. Procedures (3) and (4) are mandatory. Invoice processing shall be accomplished as follows:

(1) Submit Electronic Invoice to GSA's Finance Division in Kansas City, MO.

The contractor shall sign up for electronic invoice submittal using "Vendor Express" on the GSA Finance website at www.finance.gsa.gov. The Contractor shall be required to request a password in order to submit their invoice to GSA Finance. The GSA Finance Customer Service center can be reached by calling 816-926-7287 or by visiting their web site at www.finance.gsa.gov.

or

(2) Send Original Invoice To: (This is optional. The Finance Division does not require hardcopies.)

General Services Administration
Finance Operations and Disbursement Branch (BCEB)
P. O. Box 219434
Kansas City, MO 64121-9434
Mark Invoice: ORIGINAL

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(3) The contractor shall attach one copy of each invoice along with the government's acceptance document to the "Acceptance Info" of this order at: <http://web.itss.gsa.gov/>. Failure to do so shall result in the rejection of the invoice.

(4) Unless otherwise specified in this delivery order, the contractor shall forward all originals of correspondence requiring signature to the Contracting Officer at the address in Section 1.13 of the RFQ.

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Attachment R: Section 508 VA Requirements

<i>Summary Table</i>	
<i>Criteria</i>	
Section 1194.21	Software Applications and Operating Systems
Section 1194.22	Web-based Internet Information and Applications
Section 1194.23	Telecommunications Products
Section 1194.24	Video and Multi-media Products
Section 1194.25	Self-Contained, Closed Products
Section 1194.26	Desktop and Portable Computers
Section 1194.31	Functional Performance Criteria
Section 1194.41	Information, Documentation and Support

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Section 1194.21 Software Applications and Operating Systems – Detail

Criteria

(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.

(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.

(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.

(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.

(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.

(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.

(g) Applications shall not override user selected contrast and color selections and other individual display attributes.

(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.

(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.

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(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.

(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

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<i>Section 1194.22 Web-based Internet information and applications – Detail</i>	
<i>Criteria</i>	
(a)	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).
(b)	Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
(c)	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
(d)	Documents shall be organized so they are readable without requiring an associated style sheet.
(e)	Redundant text links shall be provided for each active region of a server-side image map.
(f)	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
(g)	Row and column headers shall be identified for data tables.
(h)	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
(i)	Frames shall be titled with text that facilitates frame identification and navigation
(j)	Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
(k)	A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.
(l)	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.
(m)	When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).
(n)	When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements,

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and functionality required for completion and submission of the form, including all directions and cues.

(o) A method shall be provided that permits users to skip repetitive navigation links.

(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

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Section 1194.23 Telecommunications Products – Detail

Criteria

- (a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.
- (b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.
- (c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.
- (d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.
- (e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.
- (f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.
- (g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.
- (h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.
- (i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.
- (j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal

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compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.

(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.

(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.

(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.

(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.

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Section 1194.24 Video and Multi-media Products – Detail

Criteria

a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.

(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.

(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.

(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.

(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.

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Section 1194.25 Self-Contained, Closed Products – Detail

Criteria

- (a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.
- (b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.
- (c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).
- (d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.
- (e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.
- (f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.
- (g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- (h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.
- (i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.

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(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.

(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.

(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.

Section 1194.26 Desktop and Portable Computers – Detail

Criteria

(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).

(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).

(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.

(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards

Section 1194.31 Functional Performance Criteria – Detail

Criteria

(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.

(b) At least one mode of operation and information retrieval that does not require

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visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.

(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided

(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.

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Section 1194.41 Information, Documentation and Support – Detail

Criteria

(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge

(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.

(c) Support services for products shall accommodate the communication needs of end-users with disabilities.

SECTION I: PROVISIONS AND CLAUSES

DEPARTMENT of VETERANS AFFAIRS HUMAN RESOURCES LINE OF BUSINESS



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52.203-12 Limitation on Payments to Influence Certain Federal Transactions.

As prescribed in [3.808\(b\)](#), insert the following clause:

LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(a) *Definitions.* As used in this clause—

“Agency” means “executive agency” as defined in Federal Acquisition Regulation (FAR) [2.101](#).

“Covered Federal action” means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 450b](#)) and include Alaskan Natives.

“Influencing or attempting to influence” means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

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“Reasonable payment” means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient” includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition.* [31 U.S.C. 1352](#) prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with [31 U.S.C. 1352](#) the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees.*

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person’s products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person’s products or services for an agency’s use.

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(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, “professional and technical services” are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR [3.803\(a\)\(2\)\(iii\)](#)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties.

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(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by [31 U.S.C. 1352](#). An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability*. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts*.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.

52.204-9 Personal Identity Verification of Contractor Personnel.

As prescribed in [4.1303](#), insert the following clause:

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

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52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

As prescribed in [4.1403](#)(a), insert the following clause:

REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

(a) *Definitions*. As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus*.

(2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified*.

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)(1) *Executive compensation of the prime contractor*. As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor’s preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

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(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

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(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

As prescribed in [9.409](#), insert the following clause:

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS
DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

(a) *Definition*. "Commercially available off-the-shelf (COTS)" item, as used in this clause—

(1) Means any item of supply (including construction material) that is—
(i) A commercial item (as defined in paragraph (1) of the definition in FAR [2.101](#));
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for

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debarment (see FAR [9.404](#) for information on the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
- (e) *Subcontracts*. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—
 - (1) Exceeds \$30,000 in value; and
 - (2) Is not a subcontract for commercially available off-the-shelf items.

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters.

As prescribed at [9.104-7](#)(c), insert the following clause:

UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
(FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information

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procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations.

As prescribed in 9.108-5(b), insert the following clause:

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)

(a) *Definitions.* As used in this clause—

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at [9.108-2](#).

52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in [12.301](#)(b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

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(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

As an addendum to the above paragraph, the following clause is applicable to the inspection of supplies awarded as fixed-price: 52.246-2 INSPECTION OF SUPPLIES-FIXED PRICE (AUG 1996). As an addendum to the above paragraph, the following clause is applicable to the inspection of services awarded as fixed-price: 52.246-4 INSPECTION OF SERVICES-FIXED PRICE (AUG 1996).

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;

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(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

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(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this

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contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).

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(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in [12.301](#)(b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012) *ALTERNATE I (OCT 2008)*

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

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(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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As an addendum to the above paragraph, the following clause is applicable to the inspection of supplies and services awarded as a time and material and labor hour: 52.246-6 INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001).

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR [Subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

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(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

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(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert “None” if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert ‘None’.”]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert “\$0” if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert ‘None’).”]*

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access

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shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
- (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—
 - (A) The original timecards (paper-based or electronic);
 - (B) The Contractor's timekeeping procedures;
 - (C) Contractor records that show the distribution of labor between jobs or contracts; and
 - (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (A) Any invoices or subcontract agreements substantiating material costs; and
 - (B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

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(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the

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release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at [52.212-5](#).
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The [Standard Form 1449](#).
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

X (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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X (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

X (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

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(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.217-8 Option to Extend Services.

As prescribed in [17.208\(f\)](#), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days before the contract expires.

52.217-9 Option to Extend the Term of the Contract.

As prescribed in [17.208\(g\)](#), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years and six (6) months.

52.222-36 Affirmative Action for Workers with Disabilities.

As prescribed in [22.1408\(a\)](#), insert the following clause:

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

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(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 ([29 U.S.C. 793](#)) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating—

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the

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Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).

As prescribed in [22.1006\(c\)\(1\)](#), insert the following clause:

FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, ([41 U.S.C. 351](#), *et seq.*), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract

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price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving.

As prescribed in [23.1105](#), insert the following clause:

ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) *Definitions*. As used in this clause—

“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.227-14 Rights in Data—General.

As prescribed in [27.409](#)(b)(1), insert the following clause with any appropriate alternates:

RIGHTS IN DATA—GENERAL (DEC 2007)

(a) *Definitions*. As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

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“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 403\(8\)](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

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- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

- (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

- (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

- (i) Identifies the data; and

- (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if

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included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 253d](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

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(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.227-16 Additional Data Requirements.

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As prescribed in [27.409](#)(d), insert the following clause:

ADDITIONAL DATA REQUIREMENTS (JUNE 1987)

(a) In addition to the data (as defined in the clause at [52.227-14](#), Rights in Data—General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data—General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data—General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

52.227-19 Commercial Computer Software License.

As prescribed in [27.409](#)(g), insert the following clause:

COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

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Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. _____.

52.227-21 Technical Data Declaration, Revision, and Withholding of Payment—Major Systems.

As prescribed in [27.409\(j\)](#), insert the following clause:

TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS
(DEC 2007)

(a) *Scope of declaration.* The Contractor shall provide, in accordance with [41 U.S.C. 418a \(d\)\(7\)](#), the following declaration with respect to all technical data that relate to a major system and that are delivered or required to be delivered under this contract or that are delivered within 3 years after acceptance of all items (other than technical data) delivered under this contract unless a different period is set forth in the contract. The Contracting Officer may release the Contractor from all or part of the requirements of this clause for specifically identified technical data items at any time during the period covered by this clause.

(b) Technical data declaration.

(1) All technical data that are subject to this clause shall be accompanied by the following declaration upon delivery:

TECHNICAL DATA DECLARATION (JAN 1997)

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Government contract No. _____ (and subcontract _____, if appropriate) are complete, accurate, and comply with the requirements of the contract concerning such technical data.

(END OF DECLARATION)

(2) The Government may, at any time during the period covered by this clause, direct correction of any deficiencies that are not in compliance with contract requirements. The corrections shall be made at the expense of the Contractor. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with paragraph (e) of the Rights in Data—General clause included in this contract.

(c) *Technical data revision.* The Contractor also shall, at the request of the Contracting Officer, revise technical data that are subject to this clause to reflect engineering design changes made during the performance of this contract and affecting the form, fit, and function of any item (other than technical data) delivered under this contract. The Contractor may submit a request for an equitable adjustment to the terms and conditions of this contract for any revisions to technical data made pursuant to this paragraph.

(d) Withholding of payment.

(1) At any time before final payment under this contract the Contracting Officer may withhold payment as a reserve up to an amount not exceeding \$100,000 or 5 percent of the amount of this contract, whichever is less, if the Contractor fails to—

- (i) Make timely delivery of the technical data;
- (ii) Provide the declaration required by paragraph (b)(1) of this clause;
- (iii) Make the corrections required by paragraph (b)(2) of this clause; or
- (iv) Make revisions requested under paragraph (c) of this clause.

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(2) The Contracting Officer may withhold the reserve until the Contractor has complied with the direction or requests of the Contracting Officer or determines that the deficiencies relating to delivered data, arose out of causes beyond the control of the Contractor and without the fault or negligence of the Contractor.

(3) The withholding of any reserve under this clause, or the subsequent payment of the reserve, shall not be construed as a waiver of any Government rights.

52.227-22 Major System—Minimum Rights.

As prescribed in [27.409\(k\)](#), insert the following clause:

MAJOR SYSTEM—MINIMUM RIGHTS (JUNE 1987)

Notwithstanding any other provision of this contract, the Government shall have unlimited rights in any technical data, other than computer software, developed in the performance of this contract and relating to a major system or supplies for a major system procured or to be procured by the Government, to the extent that delivery of such technical data is required as an element of performance under this contract. The rights of the Government under this clause are in addition to and not in lieu of its rights under the other provisions of this contract.

52.229-3 Federal, State, and Local Taxes.

As prescribed in [29.401-3](#), insert the following clause:

FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

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(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.232-11 Extras.

As prescribed in [32.111\(c\)\(2\)](#), insert the following clause, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, fixed-price service contract, or transportation contract is contemplated:

EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

52.233-3 Protest after Award.

As prescribed in [33.106\(b\)](#), insert the following clause:

PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR [33.101](#)) or a determination that a protest is likely (see FAR [33.102\(d\)](#)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

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(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR [33.102](#)(b)(2) or [33.104](#)(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of [Subpart 32.6](#), the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.239-1 Privacy or Security Safeguards.

As prescribed in [39.107](#), insert a clause substantially the same as the following:

PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.245-1 Government Property.

As prescribed in [45.107](#)(a), insert the following clause:

GOVERNMENT PROPERTY (APR 2012)

(a) *Definitions.* As used in this clause—

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

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(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

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“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, *e.g.*, textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self

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assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

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(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

- (A) Issuance of the property for use in contract performance;
- (B) Commencement of processing of the property for use in contract performance; or
- (C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in

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shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

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(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

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(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with [31.205-19](#).

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

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(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. [Standard Form 1428](#)

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

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(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR [52.245-1](#)(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the

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property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.245-9 Use and Charges.

As prescribed in [45.107\(c\)](#), insert the following clause:

USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at [52.245-1](#), Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such

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purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of—

(1) Contracts with the Government that specifically authorize such use without charge;
(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—

(i) Approves a subcontract specifically authorizing such use; or
(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain

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additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government’s acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor’s unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation.* At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor’s expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under [18 U.S.C. 641](#).

52.246-2 Inspection of Supplies—Fixed-Price.

As prescribed in [46.302](#), insert the following clause:

INSPECTION OF SUPPLIES—FIXED-PRICE (AUG 1996)

(a) *Definition.* “Supplies,” as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this

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paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time—

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

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(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in paragraph (l)(1) or (l)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

52.246-4 Inspection of Services—Fixed-Price.

As prescribed in [46.304](#), insert the following clause:

INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at

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no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

52.246-6 Inspection—Time-and-Material and Labor-Hour.

As prescribed in [46.306](#), insert the following clause:

INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

(a) *Definitions.* As used in this clause—

“Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

“Materials” includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to

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exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

52.251-1 Government Supply Sources.

As prescribed in [51.107](#), insert the following clause in solicitations and contracts when the contracting officer may authorize the contractor to acquire supplies or services from a Government supply source:

GOVERNMENT SUPPLY SOURCES (AUG 2010)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," at [52.245-1](#), shall apply to all property acquired under such authorization.

The Contracting Officer shall only issue authorization to use Government supply sources from contractors awarded Special Item Numbers (SINs) 595-22 and/or 595-26.

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852.203-70 Commercial advertising.

As prescribed in [803.570-2](#), insert the following clause:

COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

852.203-71 Display of Department of Veterans Affairs hotline poster.

As prescribed in [803.7001](#), insert the following clause:

DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

852.233-70 Protest Content/Alternative Dispute Resolution.

As prescribed in [833.106](#), insert the following provision:

PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the [Federal Acquisition Regulation](#).

852.270-1 Representatives of contracting officers.

As prescribed in [801.603-70\(d\)](#), insert the following provision:

REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under

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this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

852.273-75 Security Requirements for Unclassified Information Technology Resources.

As prescribed in [839.201](#), insert the following clause:

SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY
RESOURCES (Interim - OCT 2008)

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at:

<http://checklists.nist.gov/>.

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site: <http://www.iprm.oit.va.gov/>.

QUALITY ASSURANCE SURVEILLANCE PLAN

DEPARTMENT of VETERANS AFFAIRS HUMAN RESOURCES LINE OF BUSINESS



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QUALITY ASSURANCE SURVEILLANCE PLAN

SECTION 1: INTRODUCTION

1.1 Purpose

This Quality Assurance Surveillance Plan (QASP) describes the procedures that the Quality Assurance Evaluators (QAEs) will use to monitor the contractor's performance. It includes, as Appendix A, the Performance Standards included in the task order and the subset of standards for which the QAEs will institute surveillance under this QASP. It is important to note that the government's primary concern is with the products and services provided by the contractor and not with the procedures used to produce them. Therefore, the QASP focuses on examining the products and services provided by the contractor and not the processes used to produce them. The QASP is intended to be a tool to guide the QAEs in assessing the contractor's performance. In some cases, specific metrics are used to measure the contractor's performance; in other cases, judgment and evaluation by government personnel will be the determining criteria that are subjective in nature in some instances. This plan describes the methodology that the QAEs will use to make both quantitative and qualitative evaluation of Contractor performance under the task order.

1.2 QASP Relation to the Task Order

The agency will retain the right to change the surveillance methods and Quality Assurance (QA) procedures, or to increase or decrease the degree of surveillance efforts at any time necessary to assure task order compliance. A copy of the QASP will be provided to the contractor upon task order award to enable the contractor to enhance its Quality Control (QC) program, performed in accordance with its own Quality Control Plan (QCP).

1.3 QASP Relation to the Quality Control Plan (QCP)

The QCP is a required element of the contractor's technical approach in response to the solicitation. While the QCP represents the way in which the contractor will implement its quality and timeliness of services as defined in the Performance Work Statement (PWS), the QASP represents the way in which the government will provide oversight to evaluate the contractor's performance. The contractor's QCP and the QASP should be complementary programs that enable successful contractor performance.

1.4 Revisions to the QASP

The QASP is a tool for use in the government contract administration and remains subject to revision at any time by the government throughout the life of the task order. The Contracting Officer (CO) is responsible for revisions to this surveillance plan. Changes may be made unilaterally and need not be announced to the contractor; the government will provide informational copies to the contractor after task order award and upon request.

During the Phase-in Period, the contractor will assume responsibility for all tasks in the PWS. It is expected that during that time, all operational procedures and quality control measures will be tested and implemented. As the performance period progresses the government may choose to alter levels of surveillance for selected service areas in cases where performance is either consistently excellent or consistently unsatisfactory. If observations reveal consistently good performance, then the government may reduce the amount of surveillance. If observations reveal consistent deficiencies, the government may increase surveillance.

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QUALITY ASSURANCE SURVEILLANCE PLAN

SECTION 2: PERFORMANCE DESCRIPTION

The government will monitor provider performance through various surveillance methods described in *Section 4: Performing Quality Assurance*. Performance data gathered will be evaluated to assess Contractor performance against contract requirements.

2.1 Performance Standards and Acceptable Quality Levels (AQLs)

For most activities in the PWS, the listed Performance Standards provide a performance standard and an AQL. A performance standard is the expected minimum level of contractor performance. An AQL defines that lower limit of performance, less than which would be unsatisfactory. Depending on the service evaluated and the evaluation method selected, performance standards and AQLs may be stated as a number of occurrences or as a percentage. Performance standards and AQLs for random sampling and 100 percent inspection are generally stated as percentages. For periodic inspections, performance standards may be stated as either percentages or as absolute numbers.

The task order requires the contractor to perform all work as specified. Any inaccuracies or omissions in services or products are referred to as “defects” on the part of the contractor. The contractor shall be held responsible for all identified defects, and the agency may require the contractor to re-perform the work at no cost to the government. The AQLs take into account that in some instances an allowable level of deficiencies (deviations) is possible while overall performance continues to meet the agency’s minimum desired level of service.

2.1.1 Allowable Deviation

The AQL defines the level or number of performance deficiencies the Contractor is permitted to reach under this contract. Any single AQL takes into account the difference between an occasional defect and a gross number of defects. An individual AQL can be expressed as a percentage of the desired number (e.g., 95%) or as an absolute number (e.g., no more than three per month). There may be instances where 100 percent compliance is required and no deviation is acceptable (e.g., where safety is involved).

2.1.2 Substantially Complete

In some cases, service outputs are evaluated using subjective values (e.g., excellent, satisfactory, unsatisfactory). The criteria for acceptable performance and for defects must be defined for these service outputs. The concept of “substantially complete” should be the basis for inspections based on subjective scales.

Work is considered “substantially complete” where there has been no significant departure from the terms of the contract and no omission of essential work. In addition, the contractor has performed the work required to the best of its ability and the only variance consists of minor omissions or deficiencies.

2.2 Non-performance

Non-performance occurs when the contractor’s performance does not meet the AQL for a given requirement. Requirements may contain multiple performance elements, and therefore deficiencies may occur in one or more aspects of performance (e.g., timeliness, accuracy, completeness, etc.) or subject areas of effort.

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When surveillance indicates that the contractor's service output is not in compliance with the contract requirements, the QAE must determine whether the contractor or the government caused the deficiency. If the cause of the defect rests with the government, corrective action must be taken through government channels. If the cause of the defect is due to action or inaction by the contractor, the contractor is responsible for correction of the problem at no additional expense to the government.

2.2.1 Documentation

Thorough documentation of unperformed or poorly performed work is essential for tracking Contractor performance throughout the period of performance. The QAEs, as trained inspectors, will document deficient work by compiling facts describing the inspection methods and results. A sample documentation reporting form is provided in *Appendix B: Contract Discrepancy Report*. The Contracting Officer Representative (COR) and assigned QAE will develop documentation to substantiate nonconformance with the contract. The COR will forward the documentation, together with any recommendations, to the CO along with the planned necessary corrective action steps that the contractor will undertake.

SECTION 3: ROLES AND RESPONSIBILITIES

The purpose of QA is to ensure that the customers are satisfied with the products and services received from the contractor and to ensure that the contractor is meeting its obligation to the government. The roles and responsibilities of the stakeholders involved in QA are described below.

3.1 Contractor Responsibility

The contractor is responsible for delivering products or services in accordance with the task order. The QCP describes the contractor's methods for ensuring that all products and services provided under the task order meet established performance standards and AQLs. The contractor is responsible for producing and maintaining quality control records and reports, and providing these for audit, along with all records associated with the investigation and resolution of customer complaints. The contractor shall appoint a single quality control point-of-contact to act as a central recipient of communication from the government.

3.2 Government Responsibility

This section of the QASP briefly defines the duties and responsibilities of key government personnel involved in contract administration and quality assurance. The key personnel who will be responsible for QA are the CO, the COR, the QAEs, and the contractor's customers.

3.2.1 Contracting Officer

The CO may delegate many of the day-to-day contract administration duties to the COR and QAEs. However, the CO retains certain contractual actions, such as negotiation and issuance of contract modifications, resolution of contractor claims and disputes, issuance of cure notices (notification that unless unacceptable performance is corrected, the government may terminate the contract for cause), issuance of show-cause letters (following a cure notice, requesting facts bearing on the case), termination of the contract, and contract close-out functions. Administrative actions such as invoice approval and issuance of Contract Discrepancy Reports may be, and normally are, delegated by the CO to the COR. The CO shall approve any revision to the QASP processes or standards.

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3.2.2 Contracting Officer's Representative

The COR is a federal employee designated by name in writing to act as a liaison between the government and the contractor on all issues pertinent to daily operation under the contract. The COR represents the CO in the COR functions and therefore is the contractor's initial point-of-contact with the government. In turn, the COR may delegate some responsibilities, such as supervision of the QAEs, to another individual in order to ensure that the QA function is properly executed. If modifications to the task order are necessary, the COR will assist the CO in preparing and negotiating the modifications. If there are problems with contractor performance, the COR will inform the contractor of the problems and recommend to the CO whether adverse contractual actions are appropriate (e.g., cure notice) if the contractor fails to correct the problem. Also, the COR must refer differences of contract interpretation to the CO.

3.2.3 Quality Assurance Evaluators

Persons designated as QAEs play a key role in contract administration. They serve as the on-site representative of the CO and the COR. The QAEs perform the actual contract surveillance and report to the COR and/or CO. Some of the key contract administration duties of QAEs include:

- Performing surveillance as required by this QASP.
- Making recommendations to the COR for issuance of Contract Discrepancy Reports or letters of commendation.
- Making recommendations to the COR for the acceptance or rejection of completed work and for administrative actions based on unsatisfactory work or non-performed work.
- Assisting the COR in identifying necessary contract modifications.
- Making recommendations to the COR for changes to the QASP.
- Assisting the COR in preparing reports of contractor performance and/or cost.

The QAEs have only the authority delegated to them in writing by the COR and/or CO. They have no authority to direct or to allow the contractor to deviate from task order requirements. The QAEs also have no authority to direct or interfere with the methods of performance by the contractor or to issue directions to any of the contractor's personnel. These actions are reserved to the CO.

The QAEs may use the form provided in *Appendix C: Sampling Guide/Inspection Checklist* for each service requirement to be inspected, or such other forms as approved by the COR. This checklist includes the specific tasks to be checked and whether the inspection results in a contractor rating of excellent, satisfactory, or unsatisfactory performance. The Inspection and Acceptance clauses in the task order also provide overall guidance.

SECTION 4: PERFORMING QUALITY ASSURANCE

4.1 Surveillance Methods

The surveillance methods used in the QA process are the government's tools to monitor the contractor's products and services. The best means of determining whether the contractor has met all task order requirements is to implement surveillance of the contractor's service and products and analyze the results. Further, documented surveillance results are an effective tool in contract administration. Surveillance either confirms the contractor's successful achievement of all performance requirements or highlights those areas where defects exist and improvements

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are necessary. It is important to understand that the term “surveillance” means the government’s role in this process is one of oversight and validation and not the day-to-day actions that the contractor will undertake to control the quality of its output.

The surveillance methods described, in preferred order, below include:

- Random sampling.
- Periodic inspection.
- Customer feedback.
- 100 percent inspection.

The number of inspections conducted may be reduced in those instances where the contractor has established a good performance record. In cases of poor performance, the government may increase the level of surveillance and focus on known problem areas. In either case, the reasons for the change in surveillance will be documented.

4.1.1 Random Sampling

Random sampling evaluation is a quality assurance method designed to evaluate some, but not all, of a specific contract requirement. This method, based on statistical principles, estimates the contractor's overall level of performance for a given task order requirement based on a representative sample drawn from a known population. Random sampling is most often used when the number of occurrences of a service is very high and repetitive in nature.

4.1.1.1 Application

The random sampling procedures are based on those set by the American National Standards Institute (ANSI). The random sampling procedures consider the AQL (maximum allowable deviation from the performance standard), the level (intensity) of the evaluation effort, and the population size. There are two ways of applying random sampling for QA surveillance. The first is used only for performance evaluation and allows deductions to be taken only for observed defects; the second is random sampling for performance evaluation and deduction projection (also called extrapolated deductions), which allows deductions against the whole population based on the inspection of the sample. To obtain valid results, random sampling procedures must be followed precisely.

4.1.1.2 Performance Standards and AQLs

Performance standards and AQLs may be specified as percentages or absolute numbers.

4.1.1.3 Evaluation Procedures

Random Sampling is based solely on a statistical analysis whereby a conclusion is drawn about a population based on a randomly selected sample of that population. For the conclusion to be valid, the sample selected must be representative of the population. A truly representative sample can be achieved by ensuring that the sample is selected randomly and the size of the sample is sufficient. A conclusion about contractor performance can then be made based on the representative sample drawn.

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4.1.2 Periodic Inspection

Periodic inspection provides a systematic way of looking at service outputs and forming conclusions about the contractor's level of performance in accordance with a planned schedule of surveillance. Evaluation by periodic inspection is designed to inspect some part but not all of the products and services being monitored.

4.1.2.1 Application

Specific task order requirements that are to be monitored are selected for evaluation prior to their scheduled accomplishment. Periodic inspection differs from random sampling in the way in which samples are selected – periodic inspection sample selection is based on some subjective rationale and sample sizes are usually arbitrarily determined. With this type of evaluation, the QAEs are able to direct efforts to those areas where inspections are most needed, and the contractor knows that those areas are more likely to be monitored than others. Periodic inspection, as compared with random sampling, provides a less sound statistical means of making comparisons between observed and overall performance, and the contractor's overall level of performance. As such, periodic inspection cannot be used for projection to the totality of the contractor's work. Periodic inspection is generally used in two ways. First, it can provide a one-time subjective evaluation of contractor performance. Second, it can be used to detect a change in the contractor's level of performance (i.e., trend analysis). This method requires that the sample selection criteria be well documented and consistently applied from period to period, and that there are no other intervening factors. The cost of periodic inspections varies with the level of inspections. Such latitude is important to manage limited resources and focus inspections on known or suspected problems areas.

4.1.2.2 Performance Standards and AQLs

Performance standards and AQLs are usually stated in terms of the number of defects detected per time period (e.g., three times per month). There is no specific relationship between sample size and performance standard/AQL. However, when the AQL is expressed as a percentage, it is recommended that the maximum sample size be chosen such that one defect does not exceed the AQL.

4.1.2.3 Evaluation Procedures

The levels of evaluation appropriate for periodic inspection are judgmental. In order to perform trend analysis from periodic inspection, criteria for sample selection should be applied consistently from period to period. To ensure valid results, the QAEs will use periodic inspection evaluation sheets and follow a detailed inspection schedule. Schedules may be developed monthly to coincide with the contractor's monthly schedule of work, and regularly updated after receiving the contractor's definitive service schedules. Observed defects for services monitored by periodic inspection will be typically totaled at the end of each month. For each service, the total number of defects will be compared to the performance standard and AQL.

4.1.2.4 Evaluation Procedure

The contractor shall report validated complaints each month, so the QAEs may review the valid complaints and formulate action items if necessary. Trend analysis may be used to test for variations in the number of complaints received each month and identify changes in contractor performance.

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4.1.3 100 Percent Inspection

The 100 percent inspection method requires complete inspection of a task order requirement and is usually the least appropriate method, used only for infrequent tasks or tasks with stringent performance requirements, e.g., where safety or health is a concern, or where there is some reason to suspect that the performance standard or AQL is not being met (and therefore, should be more closely monitored). Evaluation schedules for 100 percent inspections will be prepared by each assigned QAE monthly.

4.1.3.1 Performance Standards and AQLs

The performance standards and AQLs may be stated as either percentages or absolute numbers.

4.1.3.2 Evaluation Procedures

Observed defects for a service monitored by 100 percent inspection is compared to the performance standard and AQL.

4.2 Analysis and Results

When the inspections and customer feedback record validations have been completed, the QAEs will perform an analysis of the contractor's performance. The purpose of the analysis is to validate that the agency is receiving high-quality products and services from the contractor. QAEs will review the results, rate contractor compliance with the performance standards and AQLs, and characterize the contractor's overall performance. Analysis of all types of task order monitoring will result in one of the following outcomes:

- Excellent performance.
- Satisfactory performance.
- Unsatisfactory performance.

4.2.1 Excellent Performance

Excellent performance is the result of the contractor substantially exceeding the performance standards with significant achievements and no significant deficiencies. The government may reduce its level of surveillance when the COR determines that the contractor provides sustained performance that significantly exceeds the requirements with no significant deficiencies. Consistent and repeating evaluations of outstanding performance may signal a need to reevaluate workload and/or service levels and may call for a reassessment of the contract requirements.

4.2.2 Satisfactory Performance

When the contractor's performance is satisfactory, performance meets acceptable quality levels and deficiencies are correctable without adverse impact to mission accomplishment. Strengths and weaknesses in performance are on balance where any deficiencies are identified and corrected immediately by the contractor. This is the service level deemed acceptable by the requirements of the contract.

4.2.3 Unsatisfactory Performance

When the performance for any service does not meet the AQL, the contractor's performance is unsatisfactory, and is, therefore, unacceptable. The following responses are available to the COR regarding that task/subtask:

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- The CO and/or COR meet with the contractor to discuss discrepancies, trends, and intended corrective measures.
- The level of surveillance is increased until the contractor demonstrates acceptable performance over a period of time.
- The COR issues a Contract Discrepancy Report for each service that does not meet its AQL; Should deficiencies be significant and affect multiple requirements, CO action such as a 'Cure' notice may be appropriate.

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APPENDIX A: Performance Requirements Summary (PRS)

The Performance Standards, AQLs, and accompanying Surveillance Methods shown in the table below will be used in a formal oversight program to monitor the performance of the contractor. They are designed to detect failures in the contractor's Quality Control System and should not be assumed by the contractor to be the only aspects of performance to be of interest to the government. Aspects of interest may also include, but are not limited to, compliance to the contractor QCP, compliance to the *Performance Requirements Summary*, compliance to plan of operation, compliance to internal work specifications and timeliness, customer satisfaction, safety practices, emergency response and responsiveness, and quality of performance. QAEs will monitor contractor performance using the procedures in Section 4 above, together with the PRS table below. The PRS includes performance standards and AQLs for selected PWS sections that are intended to be representative of the entire PWS. In the process of monitoring contractor performance, the QAEs and the COR may improve the PRS by developing changes to the standards and AQLs as deemed necessary. Such changes to the PRS will be documented and tracked through a formal change control process.

These measurements will also apply to all provisions in the task order. PWS requirements not specifically included in the PRS are subject to inspection under the Inspection of Services clause. Contractor performance results may be posted to an internal agency website. The contractor shall be required to comply with all terms and provisions of the task order.

PWS Paragraph	Performance Objective/Element	Standard/AQL	Inspection			Outcome
			What	How/Method	When/Frequency	
Incident Response Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule and performance. Processes to manage problems and failures in the HRIS Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; 180 DACA	Positive or negative rating/comments in CPARS; Payment upon acceptance
Data Conversion and Migration Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule and performance. Processes to manage data migration Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; At Title 5 PDR	Positive or negative rating/comments in CPARS; Payment upon acceptance

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Data Dictionary	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage information within the project Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; At Title 5 PDR	Positive or negative rating/comments in CPARS; Payment upon acceptance
Test Report	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to detect and correct performance issues Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; Within 10 days of test conclusion	Positive or negative rating/comments in CPARS; Payment upon acceptance
Governance Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule. Processes to detect and correct unfavorable variances. Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; all plans	Positive or negative rating/comments in CPARS; Payment upon acceptance
Bi-Weekly Status Reports	Identify technical progress	100%/100%	Quality - Timeliness		Upon submission; all reports	Positive or negative rating/comments in CPARS; Payment upon acceptance
Project Management Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project cost and schedule. Processes to detect and correct unfavorable variances. 	100%/100%	Quality - Timeliness	Review	Upon submission; as changes are made	Positive or negative rating/comments in CPARS; Payment upon acceptance

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Communication Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule. Processes to detect and correct unfavorable variances. 	100%/100%	Quality - Timeliness	Review	Upon submission; as changes are made	Positive or negative rating/comments in CPARS; Payment upon acceptance
System Design Document	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule and performance. Processes to ensure project scope Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; as changes are made	Positive or negative rating/comments in CPARS; Payment upon acceptance
Requirements Traceability Matrix	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule and performance. Processes to ensure project scope Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; as changes are made	Positive or negative rating/comments in CPARS; Payment upon acceptance
Interconnection Security Agreement	<ul style="list-style-type: none"> Methods used to monitor and control the project cost and performance Processes to manage interfaces with other systems and organizations Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; with ATO	Positive or negative rating/comments in CPARS; Payment upon acceptance
Memoranda of Agreement/Understanding	<ul style="list-style-type: none"> Methods used to monitor and control the project cost and performance Processes to manage interfaces with other systems and organizations Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; with ATO	Positive or negative rating/comments in CPARS; Payment upon acceptance

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Continuity of Operations Plan (COOP)	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to system recovery Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 15 days prior to pilots	Positive or negative rating/comments in CPARS; Payment upon acceptance
Disaster Recovery Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to system recovery Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 15 days prior to pilots	Positive or negative rating/comments in CPARS; Payment upon acceptance
Contingency Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to system recovery Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 15 days prior to pilots	Positive or negative rating/comments in CPARS; Payment upon acceptance
Voluntary Product Accessibility Template (VPAT)	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to determine compliance with policy Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission of quote	Positive or negative rating/comments in CPARS;
System Security Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to manage information security requirements Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; as needed	Positive or negative rating/comments in CPARS; Payment upon acceptance

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Production Operations Manual	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule and performance. Processes to manage operations Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; After pilots	Positive or negative rating/comments in CPARS; Payment upon acceptance
Current and Future State Business Process Maps	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule and performance Processes to detect and correct unfavorable variances. Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; At design reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
Test Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to detect and correct performance issues Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 10 days before test readiness reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
Test Scripts	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to detect and correct performance issues Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 10 days before test readiness reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
Test Scenarios	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to detect and correct performance issues Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 10 days before test readiness reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance

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Test Cases	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to detect and correct performance issues Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 10 days before test readiness reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
Training Plan	<ul style="list-style-type: none"> Methods used to manage training for replacement HRIS Processes to train personnel on replacement HRIS Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 15 days prior to pilot start dates	Positive or negative rating/comments in CPARS; Payment upon acceptance
Training Package	<ul style="list-style-type: none"> Methods used to manage training for replacement HRIS Processes to train personnel on replacement HRIS Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 15 days prior to pilot start dates	Positive or negative rating/comments in CPARS; Payment upon acceptance
Standard Operating Procedures	<ul style="list-style-type: none"> Methods used to monitor and control the project performance. Processes to manage operations of the system Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; With future state process maps	Positive or negative rating/comments in CPARS; Payment upon acceptance
Change Management Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule and performance. Processes to manage requirements and scope of contract Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 20 days prior to Title 5 pilot	Positive or negative rating/comments in CPARS; Payment upon acceptance

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Operation and Maintenance Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule, and performance Processes to manage operation of system Project Management Process 	100%/100%	Quality - Timeliness	Review	Upon submission; 360 DACA	Positive or negative rating/comments in CPARS; Payment upon acceptance
Operations and Maintenance Responsibility Matrix	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule, and performance Processes to manage operation of system Project Management Process 	100%/100%	Quality - Timeliness	Review	Upon submission; 360 DACA	Positive or negative rating/comments in CPARS; Payment upon acceptance
Routine Maintenance Schedule	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule. Processes to manage schedule and system maintenance Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 360 DACA	Positive or negative rating/comments in CPARS; Payment upon acceptance
Issues Tracking Log	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule and performance. Processes to detect and correct issues Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 45 DACA	Positive or negative rating/comments in CPARS
Deployment Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule and performance. Processes to detect and correct unfavorable variances. Project management processes 	100%/100%	Quality - Timeliness	Review	Upon submission; With Title 5 pilot start	Positive or negative rating/comments in CPARS; Payment upon acceptance

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Site Readiness Checklist	<ul style="list-style-type: none"> Methods used to monitor and control the deployment to VA sites Processes to ensure VA sites are ready for the replacement HRIS Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 10 days prior to site deployment	Positive or negative rating/comments in CPARS; VA Sites are prepared to receive replacement HRIS
Transition Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project cost and schedule. Processes to detect and correct unfavorable variances. Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; Initial draft due 180 DACA and final 240 DACA	Positive or negative rating/comments in CPARS; Payment upon acceptance
Phase Out Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project cost and schedule. Processes to detect and correct unfavorable variances. Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; 90 days prior to end of contract	Positive or negative rating/comments in CPARS; Payment upon acceptance
Monthly Status Meetings	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule. Processes to detect and correct unfavorable variances. Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; all plans	Positive or negative rating/comments in CPARS; Payment upon acceptance
Migration Cost Report	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule. Processes to detect and correct unfavorable variances. Change control processes. 	100%/100%	Quality - Timeliness	Review	Upon submission; all plans	Positive or negative rating/comments in CPARS; Payment upon acceptance

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Configuration Files	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage design and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; Following Each Pilot	Positive or negative rating/comments in CPARS; Payment upon acceptance
System Architecture Document	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage design and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; At design reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
<u>Interface Control Documents</u>	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage design and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; At design reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
<u>Configuration Management Plan</u>	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage design and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; At design reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
Product Architecture Document	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage design and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; At design reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance

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Functional Flow Document	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage design and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; At design reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
Hardware Architecture Document	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage design and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; At design reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
Topological Architecture Diagram	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage design and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; At design reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
Nodes Connectivity Diagram	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage design and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; At design reviews	Positive or negative rating/comments in CPARS; Payment upon acceptance
Technical Manual	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage deployment and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; prior to each pilot	Positive or negative rating/comments in CPARS; Payment upon acceptance

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Systems Management Guide	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage deployment and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; prior to each pilot	Positive or negative rating/comments in CPARS; Payment upon acceptance
Version Description Document	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage software performance Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; prior to each new version	Positive or negative rating/comments in CPARS; Payment upon acceptance
Release Notes	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage software performance Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; prior to each release	Positive or negative rating/comments in CPARS; Payment upon acceptance
Installation Guide	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes to manage deployment and operations Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; prior to each pilot	Positive or negative rating/comments in CPARS; Payment upon acceptance
User Interface to Database Mapping	<ul style="list-style-type: none"> Methods used to monitor and control the project performance Processes for information management Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; prior to each pilot	Positive or negative rating/comments in CPARS; Payment upon acceptance

QUALITY ASSURANCE SURVEILLANCE PLAN

User Guide	<ul style="list-style-type: none"> Methods used to monitor and control the project performance. Processes to operate the system Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; prior to each pilot	Positive or negative rating/comments in CPARS; Payment upon acceptance
System Security Guide	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to manage information security requirements Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; as needed	Positive or negative rating/comments in CPARS; Payment upon acceptance
Information Systems Pre-Approval Package	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to manage information security requirements Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; Prior to first pilot	Positive or negative rating/comments in CPARS; Payment upon acceptance
Privacy Impact Assessment	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule and performance. Processes to assess privacy impact of HRIS Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; 90 DACA	Positive or negative rating/comments in CPARS; Payment upon acceptance

QUALITY ASSURANCE SURVEILLANCE PLAN

Security Configuration Checklist	<ul style="list-style-type: none"> Methods used to monitor and control the project cost, schedule and performance. Processes to manage security of the system Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; Prior to first pilot	Positive or negative rating/comments in CPARS; Payment upon acceptance
Meeting minutes and materials	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule. Processes for communication about project status Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; as required	Positive or negative rating/comments in CPARS; Payment upon acceptance
Risk Log	<ul style="list-style-type: none"> Methods used to monitor and control the project risk. Processes to detect and correct unfavorable variances. Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; Bi-weekly Review	Positive or negative rating/comments in CPARS; Payment upon acceptance
Quality Control Plan	<ul style="list-style-type: none"> Methods used to monitor and control the project schedule. Processes to detect and correct unfavorable variances. Change control processes. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; all plans	Positive or negative rating/comments in CPARS; Payment upon acceptance
Roles & Responsibilities Matrix	<ul style="list-style-type: none"> Identify persons accountable for performance on the project Methods used to monitor and control the project schedule. 	100%/100%	Quality - Timeliness - Accuracy	Review	Upon submission; as changes are made	Positive or negative rating/comments in CPARS; Payment upon acceptance

TASK ID 02FL36100802
QUALITY ASSURANCE SURVEILLANCE PLAN

APPENDIX B: Contractor Discrepancy Report

PROVIDER DISCREPENCY REPORT			1. DISCREPENCY REPORT NUMBER
2. TO: (Service Contractor and Manager Name)		3. FROM: (<i>Name of COR</i>)	
DATES			
Prepared	Oral Notification	Returned By Contractor	Action Complete
4. DISCREPENCY OR PROBLEM (Describe in Detail. Include PWS references. Attach Continuation Sheet if Necessary.)			
5. SIGNATURE OF COR			
6. TO: (Name of COR)		7. FROM: (Service Contractor)	
8. Contractor response as to cause, effect, corrective action and actions to prevent recurrence. (<i>Attach Continuation Sheet if necessary. Cite applicable Contractor QC program procedures or new QC procedures.</i>)			
9. Signature of Contractor Representative		10. Date	

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QUALITY ASSURANCE SURVEILLANCE PLAN

11. GOVERNMENT EVALUATION (Acceptance, partial acceptance, or rejection. Attach Coordination Sheet if necessary.)

GOVERNMENT ACTIONS (Cure notice, show cause, other.)

CLOSE OUT

Contractor Notified	Name and Title	Signature	Date
QAE			
COR			

TASK ID 02FL36100802
QUALITY ASSURANCE SURVEILLANCE PLAN

APPENDIX C: Sampling Guide/Inspection Checklist

SERVICE FUNCTION: _____
PWS SECTION: _____

1	Method of Surveillance:			
2	Lot Size:			
3	Sample Size:			
4	Performance Requirement: Performance is excellent (E) when _____ or fewer defects are discovered per month. Performance is satisfactory (S) when _____ or fewer defects are discovered per month. Performance is unsatisfactory (U) when _____ or more defects are discovered per month.			
5	Sampling Procedure: Instructions on how to select the sample must be clear and complete			
6	Inspection Procedure: The procedure must be detailed enough to allow a yes/no objective decision as to the acceptability of performance by anyone making the inspection. Explain when evaluation is to occur and what is acceptable/unacceptable			
		Performance: Excellent (E), Satisfactory (S), Unsatisfactory (U), Not Applicable (N/A)		
	PRS Requirements	Timeliness	Quality of Work	Notes
	Overall Rating Of Inspection (E, S, U, or N/A)			

Inspector Comments: _____

Contractor Signature: _____ **Date:** _____
QAE Signature: _____ Date: _____

TASK ID 02FL36100802
QUALITY ASSURANCE SURVEILLANCE PLAN

APPENDIX D: Acronyms

Acronym	Expansion
ANSI	American National Standards Institute
AQL	Acceptable Quality Level
CO	Contracting Officer
COR	Contracting Officer Representative
PRS	Performance Requirements Summary
PWS	Statement of Objectives
QA	Quality Assurance
QAE	Quality Assurance Evaluator
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan

TASK ID02120052
VA POLICIES AND PROCEDURES FROM HANDBOOKS AND DIRECTIVES

1.zip

Executive Summary

The Department of Veterans Affairs (VA) is transforming into a top-performing 21st century organization focused on our Nation's Veterans as its clients. The VA Human Resources (HR) community is, and will continue to be, a key enabler of this transformation. As services required by Veterans today have changed dramatically compared with the decades past, and these services will continue to evolve, the VA HR workforce, and the systems they use, must continuously and flexibly adapt to meet the needs those changes drive. This will ultimately allow VA to reach its vision to:

- Provide more strategic planning and advice for managers and employees as they continually improve the services for Veterans
- Deliver transactional services efficiently and accurately, by automating more HR transactions and by shifting transactions to self-service
- Standardize diverse operations that are geographically dispersed
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- Operate efficiently to reduce HR costs and free up budget for other priorities while delivering a higher standard of human resource services



Today's VA HR system has outgrown its ability to keep pace with these objectives and a new enterprise HR solution is needed to enable the HR transformation. Unfortunately, there are many examples of private Shared Service Centers (SSCs) implementing HR systems at agencies such as the Transportation Security Administration (TSA), Department of Health and Human Services (HHS), and the VA only to have their contracts ended abruptly due to performance issues. Like any significant purchase, what you buy and who you buy it from matters because you are buying both an immediate solution as well as almost a decade of support, sustainment, and commitment. The VA needs a partner with **a proven HR Line of Business (LOB) solution**, a record of success, and one who can confidently deliver the first time, on time.

With over 100 years of proven service to the Federal Government, Team IBM is that partner. We have an impressive record delivering highly successful Federal business system transformation programs to the U.S. Army (GoArmyEd), U.S. Navy (Navy Enterprise Resource Planning), Department of Homeland Security (DHS) Immigration Services (U.S. Customs Immigration Service Modernization), HHS Centers for Medicare and Medicaid Services (CMS) (Healthcare Integrated General Ledger Accounting System), Department of Interior (DOI) (Financial and Business Management System), and VA (Program Integrity Tools).





Team IBM proposes a proven HR LOB solution, a highly qualified delivery team, and a trusted management and implementation approach, to enable meeting the needs of today's veterans.

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 **Key Features**

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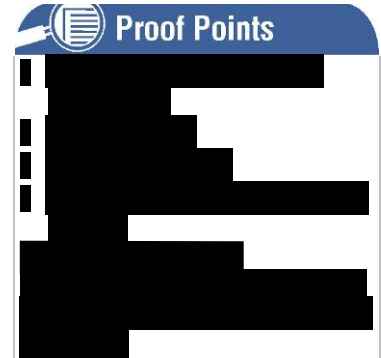
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1.2 Proposed System Features, Functionality, Security, and Options Offered

Team IBM understands VA's HR LOB program goals, objectives, and constraints and proposes a complete solution to meet these goals and objectives. We use a comprehensive technical approach to implement an HR LOB SSC solution and manage steady-state operations. I



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Age Group	Percentage
18-24	18%
25-34	22%
35-44	15%
45-54	12%
55-64	10%
65-74	8%
75-84	5%
85+	3%

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The diagram illustrates a system architecture or process flow. It consists of numerous interconnected rectangular blocks, some of which are highlighted in yellow. A prominent yellow box in the lower right corner is labeled "Key Features" and contains a list of bullet points. The diagram is set against a white background with a light gray grid.

Key Features

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- Feature 4
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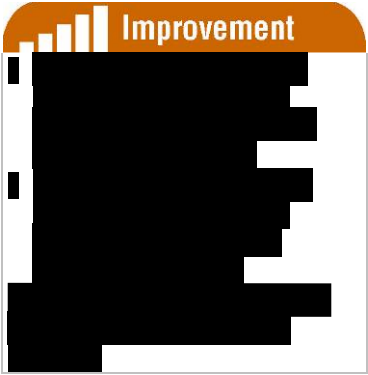
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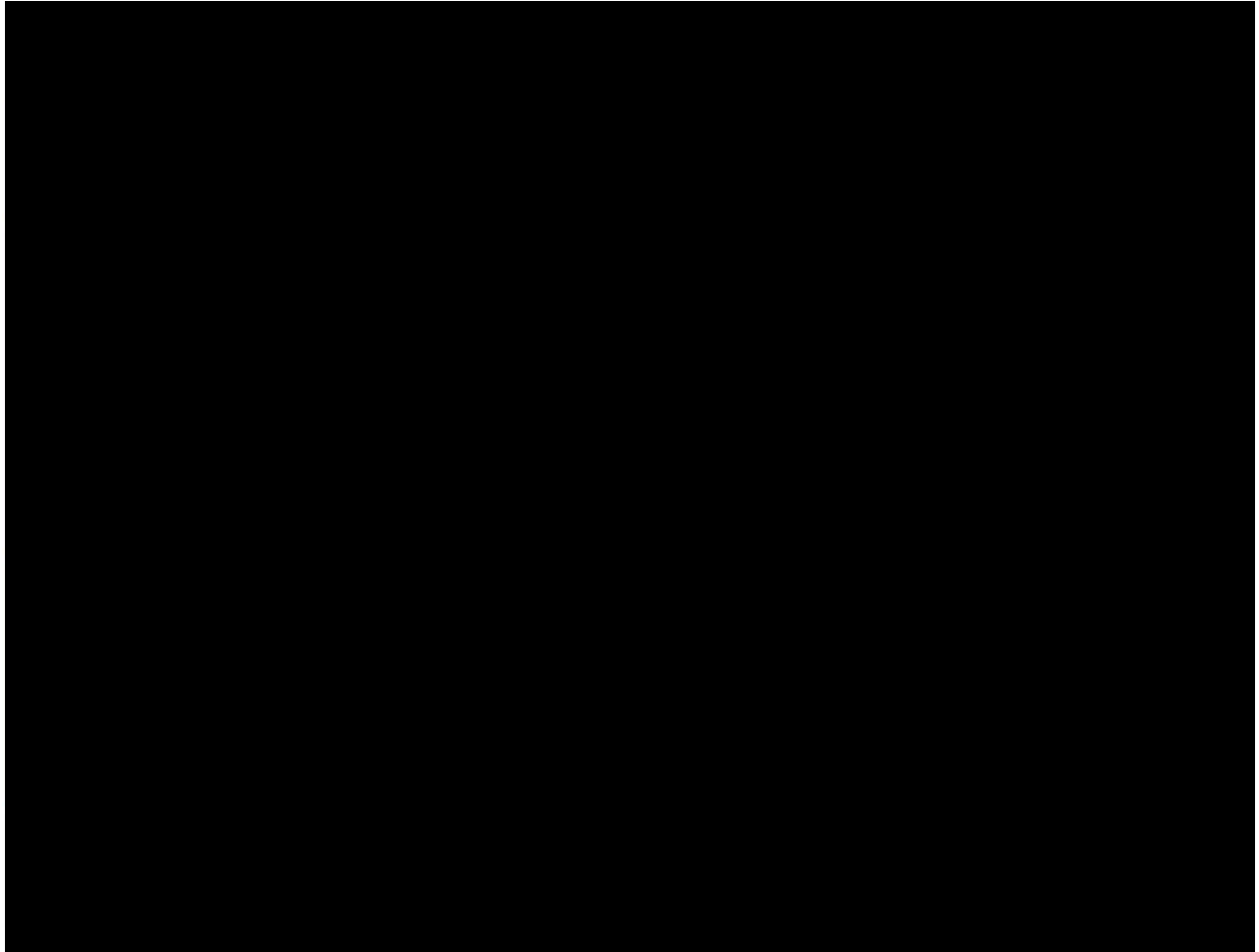
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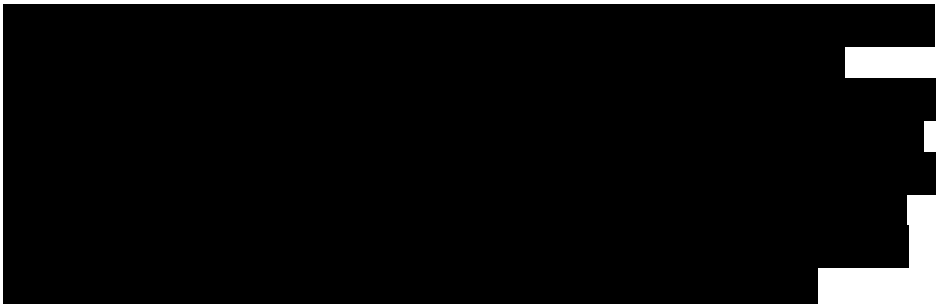
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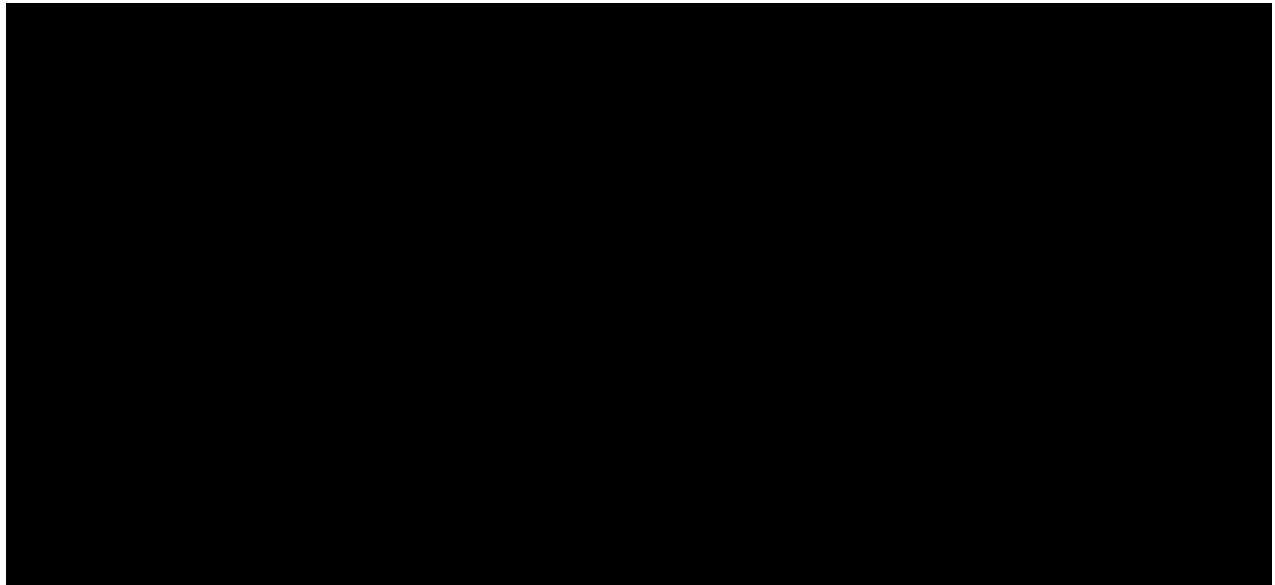
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Figure 1.8-1: Key Testing Phases



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The diagram illustrates a complex system architecture or process flow. It features a large number of interconnected rectangular blocks, some of which are highlighted in orange and labeled "Key Features". The blocks are arranged in a hierarchical and interconnected manner, suggesting a complex system or process. The diagram is set against a white background with a light gray grid.

Key Features

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- Feature 3
- Feature 4
- Feature 5
- Feature 6
- Feature 7
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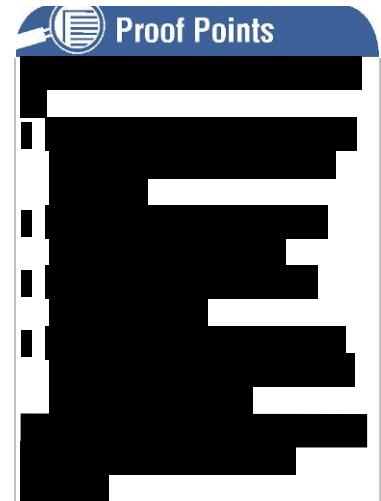
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Volume 1, Appendix D-1

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Section L Paragraph	Proposal Section
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VA Human Resources Line of Business (HR LOB) Request for Quote

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| August 10, 2012 revised September 17, 2012

RESTRICTION ON DISCLOSURE AND USE OF DATA

This offer includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this quote. If, however, a task order is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task order. This restriction does not limit the Government's rights to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on pages marked: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

The data in the pages of this proposal where so annotated contain trade secrets and commercial or financial information that are either specifically, exempted from disclosure by statute or privileged or confidential within the meaning of the exemption set forth in Sections 552(b)(3) and (4), respectively, of the Freedom of Information Act, 5 U.S.C. 552, the disclosure of which could invoke criminal sanctions of 18 U.S.C. 1905.

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Appendix A: Cost Accounting System Approval Letter

Figure A-1: IBM's Cost Accounting System Approval Letter

	DEFENSE CONTRACT MANAGEMENT AGENCY DEFENSE CONTRACT MANAGEMENT AGENCY NAVAL SEA SYSTEMS DIVISION DEFENSE CONTRACT MANAGEMENT AGENCY MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE, MARYLAND 21202-5299	
IN REPLY REFER TO:	DCMAN-ETOC	January 30, 2008
 Mr. Ben Flowers Manager Government Compliance IBM Global Business Services, Public Sector / Federal Cage Code 3BXY7 6710 Rockledge Drive Bethesda, MD 20817-1826		
Dear Mr. Flowers:		
The following IBM systems are deemed to be adequate per the Defense Contract Audit Agency (DCAA) information listed below:		
Audit Report	Dated	System
2421-2007V12030001	12/07/20007	Purchasing System
2421-2007V11070001	01/23/2008	Accounting System
Questions pertaining to the above may be addressed to Mr. J. Wood at 410-962-9584 - email jack.wood@dcma.mil.		
 Sincerely,  ROBERTA DANNENFELSER Administrative Contracting Officer		



Appendix B: Section I Provisions and Clauses

52.209-7 Information Regarding Responsibility Matters.

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52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in [12.301\(b\)\(3\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012) *ALTERNATE I (OCT 2008)*

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties. As an addendum to the above paragraph, the following clause is applicable to the inspection of supplies awarded as fixed-price: 52.246-2 INSPECTION OF SUPPLIES-FIXED PRICE (AUG 1996). As an addendum to the above paragraph, the following clause is applicable to the inspection of services awarded as fixed-price: 52.246-4 INSPECTION OF SERVICES-FIXED PRICE (AUG 1996).



(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements.

Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Please use the 10 percent default referenced above]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

As an addendum to the above paragraph, the following clause is applicable to the inspection of supplies and services awarded as a time and material and labor hour: 52.246-6 INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001).

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However,



when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [None.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—



- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payments*. (1) *Services accepted*. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:
 - (i) *Hourly rate*.
 - (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
 - (D) When requested by the Contracting Officer or the authorized representative,

the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Travel is an Other Direct Cost]

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [G&A on travel is an indirect cost]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in



performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—



- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.
- (viii) Upon receipt and approval of the invoice designated by the Contractor as the



“completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the



cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in



the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to

(A) change the name in the CCR database;

(B) comply with the requirements of [Subpart 42.12](#); and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.



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Attachment 3-2



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**52.215-20 Requirement for Cost or Pricing Data or Information Other Than Cost or Pricing Data
(Oct 2010) (Alternative IV- Oct 2010)**

[REDACTED]

**52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
– Modifications (Oct 2010)(Alternate IV – Oct 2010)**

[REDACTED]

52.229-3 Federal, State, and Local Taxes (Apr 2003)(Deviation – Feb 2007)

[REDACTED]

52.237-3 Continuity of Services (Jan 1991)(Deviation 1– May 2003)

[REDACTED]

552.229-70 Federal, State, and Local Taxes (Apr 1984)



**552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE
CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999)**

[REDACTED]

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[REDACTED]

C-FSS-370 Contractor Tasks/Special Requirements (Nov 2003)

[REDACTED]

I-FSS-969 Economic Price Adjustment – FSS Multiple Award Schedule (Jan 2002)

[REDACTED]

[REDACTED]

[REDACTED]

52.219-9 Small Business Subcontracting Plan (Jan 2011)(Alt II Oct 2001)

[REDACTED]



552.219-71 Notice of Offerors of Subcontracting Plan Requirements (Jun 2005)



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 **Understanding**

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- [Redacted list item 1]
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 **Key Features**

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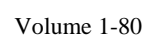
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**Key Features**

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Section 2.1 Deliverables	WBS	Date
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the 1990s, the number of people in the United States who are 65 years of age or older has increased by 50 percent, and the number of people 75 years of age or older has increased by 75 percent. The number of people 85 years of age or older has increased by 150 percent. The number of people 95 years of age or older has increased by 300 percent. The number of people 100 years of age or older has increased by 500 percent. The number of people 105 years of age or older has increased by 1,000 percent. The number of people 110 years of age or older has increased by 2,000 percent. The number of people 115 years of age or older has increased by 4,000 percent. The number of people 120 years of age or older has increased by 8,000 percent. The number of people 125 years of age or older has increased by 16,000 percent. The number of people 130 years of age or older has increased by 32,000 percent. The number of people 135 years of age or older has increased by 64,000 percent. The number of people 140 years of age or older has increased by 128,000 percent. The number of people 145 years of age or older has increased by 256,000 percent. The number of people 150 years of age or older has increased by 512,000 percent. The number of people 155 years of age or older has increased by 1,024,000 percent. The number of people 160 years of age or older has increased by 2,048,000 percent. The number of people 165 years of age or older has increased by 4,096,000 percent. The number of people 170 years of age or older has increased by 8,192,000 percent. The number of people 175 years of age or older has increased by 16,384,000 percent. The number of people 180 years of age or older has increased by 32,768,000 percent. The number of people 185 years of age or older has increased by 65,536,000 percent. The number of people 190 years of age or older has increased by 131,072,000 percent. The number of people 195 years of age or older has increased by 262,144,000 percent. The number of people 200 years of age or older has increased by 524,288,000 percent. The number of people 205 years of age or older has increased by 1,048,576,000 percent. The number of people 210 years of age or older has increased by 2,097,152,000 percent. The number of people 215 years of age or older has increased by 4,194,304,000 percent. The number of people 220 years of age or older has increased by 8,388,608,000 percent. The number of people 225 years of age or older has increased by 16,777,216,000 percent. The number of people 230 years of age or older has increased by 33,554,432,000 percent. The number of people 235 years of age or older has increased by 67,108,864,000 percent. The number of people 240 years of age or older has increased by 134,217,728,000 percent. The number of people 245 years of age or older has increased by 268,435,456,000 percent. The number of people 250 years of age or older has increased by 536,870,912,000 percent. The number of people 255 years of age or older has increased by 1,073,741,824,000 percent. The number of people 260 years of age or older has increased by 2,147,483,648,000 percent. The number of people 265 years of age or older has increased by 4,294,967,296,000 percent. The number of people 270 years of age or older has increased by 8,589,934,592,000 percent. The number of people 275 years of age or older has increased by 17,179,869,184,000 percent. The number of people 280 years of age or older has increased by 34,359,738,368,000 percent. The number of people 285 years of age or older has increased by 68,719,476,736,000 percent. The number of people 290 years of age or older has increased by 137,438,953,472,000 percent. The number of people 295 years of age or older has increased by 274,877,906,944,000 percent. The number of people 300 years of age or older has increased by 549,755,813,888,000 percent. The number of people 305 years of age or older has increased by 1,099,511,627,776,000 percent. The number of people 310 years of age or older has increased by 2,199,023,255,552,000 percent. The number of people 315 years of age or older has increased by 4,398,046,511,104,000 percent. The number of people 320 years of age or older has increased by 8,796,093,022,208,000 percent. The number of people 325 years of age or older has increased by 17,592,186,044,416,000 percent. The number of people 330 years of age or older has increased by 35,184,372,088,832,000 percent. The number of people 335 years of age or older has increased by 70,368,744,177,664,000 percent. The number of people 340 years of age or older has increased by 140,737,488,355,328,000 percent. The number of people 345 years of age or older has increased by 281,474,976,710,656,000 percent. The number of people 350 years of age or older has increased by 562,949,953,421,312,000 percent. The number of people 355 years of age or older has increased by 1,125,899,906,842,624,000 percent. The number of people 360 years of age or older has increased by 2,251,799,813,685,248,000 percent. The number of people 365 years of age or older has increased by 4,503,599,627,370,496,000 percent. The number of people 370 years of age or older has increased by 9,007,199,254,740,992,000 percent. The number of people 375 years of age or older has increased by 18,014,398,509,481,984,000 percent. The number of people 380 years of age or older has increased by 36,028,797,018,963,968,000 percent. The number of people 385 years of age or older has increased by 72,057,594,037,927,936,000 percent. The number of people 390 years of age or older has increased by 144,115,188,075,855,872,000 percent. The number of people 395 years of age or older has increased by 288,230,376,151,711,744,000 percent. The number of people 400 years of age or older has increased by 576,460,752,303,423,488,000 percent. The number of people 405 years of age or older has increased by 1,152,921,504,606,846,976,000 percent. The number of people 410 years of age or older has increased by 2,305,843,009,213,693,952,000 percent. The number of people 415 years of age or older has increased by 4,611,686,018,427,387,904,000 percent. The number of people 420 years of age or older has increased by 9,223,372,036,854,775,808,000 percent. The number of people 425 years of age or older has increased by 18,446,744,073,709,551,616,000 percent. The number of people 430 years of age or older has increased by 36,893,488,147,419,103,232,000 percent. The number of people 435 years of age or older has increased by 73,786,976,294,838,206,464,000 percent. The number of people 440 years of age or older has increased by 147,573,952,589,676,412,928,000 percent. The number of people 445 years of age or older has increased by 295,147,905,179,352,825,856,000 percent. The number of people 450 years of age or older has increased by 590,295,810,358,705,651,712,000 percent. The number of people 455 years of age or older has increased by 1,180,591,620,717,411,303,424,000 percent. The number of people 460 years of age or older has increased by 2,361,183,241,434,822,606,848,000 percent. The number of people 465 years of age or older has increased by 4,722,366,482,869,645,213,696,000 percent. The number of people 470 years of age or older has increased by 9,444,732,965,739,290,427,392,000 percent. The number of people 475 years of age or older has increased by 18,889,465,931,478,580,854,784,000 percent. The number of people 480 years of age or older has increased by 37,778,931,862,957,161,709,568,000 percent. The number of people 485 years of age or older has increased by 75,557,863,725,914,323,419,136,000 percent. The number of people 490 years of age or older has increased by 151,115,727,451,828,646,838,272,000 percent. The number of people 495 years of age or older has increased by 302,231,454,903,657,293,676,544,000 percent. The number of people 500 years of age or older has increased by 604,462,909,807,314,587,353,088,000 percent. The number of people 505 years of age or older has increased by 1,208,925,819,614,629,174,706,176,000 percent. The number of people 510 years of age or older has increased by 2,417,851,639,229,258,349,412,352,000 percent. The number of people 515 years of age or older has increased by 4,835,703,278,458,516,698,824,704,000 percent. The number of people 520 years of age or older has increased by 9,671,406,556,917,033,397,649,408,000 percent. The number of people 525 years of age or older has increased by 19,342,813,113,834,066,795,298,816,000 percent. The number of people 530 years of age or older has increased by 38,685,626,227,668,133,590,597,632,000 percent. The number of people 535 years of age or older has increased by 77,371,252,455,336,267,181,195,264,000 percent. The number of people 540 years of age or older has increased by 154,742,504,910,672,534,362,390,528,000 percent. The number of people 545 years of age or older has increased by 309,485,009,821,345,068,724,781,056,000 percent. The number of people 550 years of age or older has increased by 618,970,019,642,690,137,449,562,112,000 percent. The number of people 555 years of age or older has increased by 1,237,940,039,285,380,274,899,124,224,000 percent. The number of people 560 years of age or older has increased by 2,475,880,078,570,760,549,798,248,448,000 percent. The number of people 565 years of age or older has increased by 4,951,760,157,141,521,099,596,496,896,000 percent. The number of people 570 years of age or older has increased by 9,903,520,314,283,042,199,193,993,792,000 percent. The number of people 575 years of age or older has increased by 19,807,040

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[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	

[REDACTED]

⚠ Risk Mitigation

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]



[Redacted content]

[Redacted content]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted content]

[Redacted content]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The image shows a document with a blue header bar at the top. Below the header, there are four rows of text, all of which have been completely redacted with black bars. The redaction covers the entire content of each row, leaving no legible text visible. The document appears to be a form or a report, given the structured layout with a header and multiple rows of data.

The diagram consists of 10 horizontal bars of varying lengths, arranged in a staggered fashion. The bars are colored in alternating blue and black, with some segments highlighted in light gray. The bars are arranged in a sequence, suggesting a timeline or process flow. The bars are arranged in a staggered fashion, suggesting a sequence of events or steps.

[illegible]

[REDACTED]

[REDACTED]

The diagram illustrates four rows of text, each with a black rectangular redaction box covering a portion of the text. The redactions are positioned at the beginning, middle, and end of the lines, obscuring specific details while leaving some text visible.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

Specialized Skills & Qualifications

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]

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[Redacted]

[Redacted]

Specialized Skills & Qualifications

[Redacted]

[Redacted]

[Redacted]

[illegible]

The image displays a series of horizontal bars, likely representing data or a list. Most of the bars are blacked out, indicating redacted information. Two bars are highlighted in light blue, possibly indicating a selected or specific item. The bars are arranged in a vertical sequence, with varying lengths and positions.

[REDACTED]

[illegible]

[illegible]



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]



[Redacted]

[Redacted]

Specialized Skills & Qualifications

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[REDACTED]

[illegible]



[Redacted]

[Redacted]

Specialized Skills & Qualifications

[Redacted]

[Redacted]

[Redacted]

Category	Value (approximate)
1	10
2	10
3	10
4	10
5	10
6	10
7	10
8	10
9	10
10	10
11	90
12	90
13	90
14	90

[REDACTED]

Bar Index	Color	Approximate Length (0-100)
1	Black	15
2	Blue	100
3	Blue	95
4	Blue	25
5	Blue	98
6	Blue	92
7	Blue	80
8	Blue	95
9	Blue	98
10	Blue	100

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[REDACTED]

[REDACTED]

Response	Percentage
Yes	75%
No	25%

[illegible]

[illegible]



[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



Specialized Skills & Qualifications

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]





Specialized Skills & Qualifications

[illegible]

The chart displays the percentage of respondents who believe that the current government is responsible for the economic crisis in the United States. The data is presented in two main sections: 'Current government' and 'Previous government'. Each section contains a series of horizontal bars representing different groups of respondents. The 'Current government' section shows a range of responses from approximately 10% to 85%, with a median around 55%. The 'Previous government' section shows a range of responses from approximately 10% to 85%, with a median around 55%.

Section	Group	Percentage
Current government	Group 1	10%
	Group 2	15%
	Group 3	20%
	Group 4	25%
	Group 5	30%
	Group 6	35%
	Group 7	40%
	Group 8	45%
	Group 9	55%
	Group 10	85%
Previous government	Group 1	10%
	Group 2	15%
	Group 3	20%
	Group 4	25%
	Group 5	30%
	Group 6	35%
	Group 7	40%
	Group 8	45%
	Group 9	55%
	Group 10	85%

[illegible]

[illegible]



[Redacted]

[Redacted]

Specialized Skills & Qualifications

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted text block]

[Redacted text line]

[Redacted text block]

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[Redacted text line]

[Redacted text line]

[Redacted text line]

[Redacted text line]

[Redacted text line]

[Redacted text line]

[Redacted text line]

[Redacted text line]

[Redacted text line]



[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

████████████████████
████████████████████

Category	Item	Value	Unit	Unit
Category 1	Item 1	100	kg	kg
Category 1	Item 2	200	kg	kg
Category 1	Item 3	300	kg	kg
Category 1	Item 4	400	kg	kg
Category 1	Item 5	500	kg	kg
Category 1	Item 6	600	kg	kg
Category 1	Item 7	700	kg	kg
Category 1	Item 8	800	kg	kg
Category 1	Item 9	900	kg	kg
Category 1	Item 10	1000	kg	kg
Category 1	Item 11	1100	kg	kg
Category 1	Item 12	1200	kg	kg
Category 1	Item 13	1300	kg	kg
Category 1	Item 14	1400	kg	kg
Category 1	Item 15	1500	kg	kg
Category 1	Item 16	1600	kg	kg
Category 1	Item 17	1700	kg	kg
Category 1	Item 18	1800	kg	kg
Category 1	Item 19	1900	kg	kg
Category 1	Item 20	2000	kg	kg
Category 1	Item 21	2100	kg	kg
Category 1	Item 22	2200	kg	kg
Category 1	Item 23	2300	kg	kg
Category 1	Item 24	2400	kg	kg
Category 1	Item 25	2500	kg	kg
Category 1	Item 26	2600	kg	kg
Category 1	Item 27	2700	kg	kg
Category 1	Item 28	2800	kg	kg
Category 1	Item 29	2900	kg	kg
Category 1	Item 30	3000	kg	kg
Category 1	Item 31	3100	kg	kg
Category 1	Item 32	3200	kg	kg
Category 1	Item 33	3300	kg	kg
Category 1	Item 34	3400	kg	kg
Category 1	Item 35	3500	kg	kg
Category 1	Item 36	3600	kg	kg
Category 1	Item 37	3700	kg	kg
Category 1	Item 38	3800	kg	kg
Category 1	Item 39	3900	kg	kg
Category 1	Item 40	4000	kg	kg
Category 1	Item 41	4100	kg	kg
Category 1	Item 42	4200	kg	kg
Category 1	Item 43	4300	kg	kg
Category 1	Item 44	4400	kg	kg
Category 1	Item 45	4500	kg	kg
Category 1	Item 46	4600	kg	kg
Category 1	Item 47	4700	kg	kg
Category 1	Item 48	4800	kg	kg
Category 1	Item 49	4900	kg	kg
Category 1	Item 50	5000	kg	kg
Category 1	Item 51	5100	kg	kg
Category 1	Item 52	5200	kg	kg
Category 1	Item 53	5300	kg	kg
Category 1	Item 54	5400	kg	kg
Category 1	Item 55	5500	kg	kg
Category 1	Item 56	5600	kg	kg
Category 1	Item 57	5700	kg	kg
Category 1	Item 58	5800	kg	kg
Category 1	Item 59	5900	kg	kg
Category 1	Item 60	6000	kg	kg
Category 1	Item 61	6100	kg	kg
Category 1	Item 62	6200	kg	kg
Category 1	Item 63	6300	kg	kg
Category 1	Item 64	6400	kg	kg
Category 1	Item 65	6500	kg	kg
Category 1	Item 66	6600	kg	kg
Category 1	Item 67	6700	kg	kg
Category 1	Item 68	6800	kg	kg
Category 1	Item 69	6900	kg	kg
Category 1	Item 70	7000	kg	kg
Category 1	Item 71	7100	kg	kg
Category 1	Item 72	7200	kg	kg
Category 1	Item 73	7300	kg	kg
Category 1	Item 74	7400	kg	kg
Category 1	Item 75	7500	kg	kg
Category 1	Item 76	7600	kg	kg
Category 1	Item 77	7700	kg	kg
Category 1	Item 78	7800	kg	kg
Category 1	Item 79	7900	kg	kg
Category 1	Item 80	8000	kg	kg
Category 1	Item 81	8100	kg	kg
Category 1	Item 82	8200	kg	kg
Category 1	Item 83	8300	kg	kg
Category 1	Item 84	8400	kg	kg
Category 1	Item 85	8500	kg	kg
Category 1	Item 86	8600	kg	kg
Category 1	Item 87	8700	kg	kg
Category 1	Item 88	8800	kg	kg
Category 1	Item 89	8900	kg	kg
Category 1	Item 90	9000	kg	kg
Category 1	Item 91	9100	kg	kg
Category 1	Item 92	9200	kg	kg
Category 1	Item 93	9300	kg	kg
Category 1	Item 94	9400	kg	kg
Category 1	Item 95	9500	kg	kg
Category 1	Item 96	9600	kg	kg
Category 1	Item 97	9700	kg	kg
Category 1	Item 98	9800	kg	kg
Category 1	Item 99	9900	kg	kg
Category 1	Item 100	10000	kg	kg
Category 2	Item 101	1000	kg	kg
Category 2	Item 102	2000	kg	kg
Category 2	Item 103	3000	kg	kg
Category 2	Item 104	4000	kg	kg
Category 2	Item 105	5000	kg	kg
Category 2	Item 106	6000	kg	kg
Category 2	Item 107	7000	kg	kg
Category 2	Item 108	8000	kg	kg
Category 2	Item 109	9000	kg	kg
Category 2	Item 110	10000	kg	kg
Category 2	Item 111	11000	kg	kg
Category 2	Item 112	12000	kg	kg
Category 2	Item 113	13000	kg	kg
Category 2	Item 114	14000	kg	kg
Category 2	Item 115	15000	kg	kg
Category 2	Item 116	16000	kg	kg
Category 2	Item 117	17000	kg	kg
Category 2	Item 118	18000	kg	kg
Category 2	Item 119	19000	kg	kg
Category 2	Item 120	20000	kg	kg
Category 2	Item 121	21000	kg	kg
Category 2	Item 122	22000	kg	kg
Category 2	Item 123	23000	kg	kg
Category 2	Item 124	24000	kg	kg
Category 2	Item 125	25000	kg	kg
Category 2	Item 126	26000	kg	kg
Category 2	Item 127	27000	kg	kg
Category 2	Item 128	28000	kg	kg
Category 2	Item 129	29000	kg	kg
Category 2	Item 130	30000	kg	kg
Category 2	Item 131	31000	kg	kg
Category 2	Item 132	32000	kg	kg
Category 2	Item 133	33000	kg	kg
Category 2	Item 134	34000	kg	kg
Category 2	Item 135	35000	kg	kg
Category 2	Item 136	36000	kg	kg
Category 2	Item 137	37000	kg	kg
Category 2	Item 138	38000	kg	kg
Category 2	Item 139	39000	kg	kg
Category 2	Item 140	40000	kg	kg
Category 2	Item 141	41000	kg	kg
Category 2	Item 142	42000	kg	kg
Category 2	Item 143	43000	kg	kg
Category 2	Item 144	44000	kg	kg
Category 2	Item 145	45000	kg	kg
Category 2	Item 146	46000	kg	kg
Category 2	Item 147	47000	kg	kg
Category 2	Item 148	48000	kg	kg
Category 2	Item 149	49000	kg	kg
Category 2	Item 150	50000	kg	kg
Category 2	Item 151	51000	kg	kg
Category 2	Item 152	52000	kg	kg
Category 2	Item 153	53000	kg	kg
Category 2	Item 154	54000	kg	kg
Category 2	Item 155	55000	kg	kg
Category 2	Item 156	56000	kg	kg
Category 2	Item 157	57000	kg	kg
Category 2	Item 158	58000	kg	kg
Category 2	Item 159	59000	kg	kg
Category 2	Item 160	60000	kg	kg
Category 2	Item 161	61000	kg	kg
Category 2	Item 162	62000	kg	kg
Category 2	Item 163	63000	kg	kg
Category 2	Item 164	64000	kg	kg
Category 2	Item 165	65000	kg	kg
Category 2	Item 166	66000	kg	kg
Category 2	Item 167	67000	kg	kg
Category 2	Item 168	68000	kg	kg
Category 2	Item 169	69000	kg	kg
Category 2	Item 170	70000	kg	kg
Category 2	Item 171	71000	kg	kg
Category 2	Item 172	72000	kg	kg
Category 2	Item 173	73000	kg	kg
Category 2	Item 174	74000	kg	kg
Category 2	Item 175	75000	kg	kg
Category 2	Item 176	76000	kg	kg
Category 2	Item 177	77000	kg	kg
Category 2	Item 178	78000	kg	kg
Category 2	Item 179	79000	kg	kg
Category 2	Item 180	80000	kg	kg
Category 2	Item 181	81000	kg	kg
Category 2	Item 182	82000	kg	kg
Category 2	Item 183	83000	kg	kg
Category 2	Item 184	84000	kg	kg
Category 2	Item 185	85000	kg	kg
Category 2	Item 186	86000	kg	kg
Category 2	Item 187	87000	kg	kg
Category 2	Item 188	88000	kg	kg
Category 2	Item 189	89000	kg	kg
Category 2	Item 190	90000	kg	kg
Category 2	Item 191	91000	kg	kg
Category 2	Item 192	92000	kg	kg
Category 2	Item 193	93000	kg	kg
Category 2	Item 194	94000	kg	kg
Category 2	Item 195	95000	kg	kg
Category 2	Item 196	96000	kg	kg
Category 2	Item 197	97000	kg	kg
Category 2	Item 198	98000	kg	kg
Category 2	Item 199	99000	kg	kg
Category 2	Item 200	100000	kg	kg

[illegible]

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[illegible]

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[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Category	Item		Value	Unit	Unit
Category 1	Item 1.1	Item 1.1 Description		Value	Unit
Category 1	Item 1.2	Item 1.2 Description		Value	Unit
Category 1	Item 1.3	Item 1.3 Description		Value	Unit
Category 1	Item 1.4	Item 1.4 Description		Value	Unit
Category 1	Item 1.5	Item 1.5 Description		Value	Unit
Category 1	Item 1.6	Item 1.6 Description		Value	Unit
Category 1	Item 1.7	Item 1.7 Description		Value	Unit
Category 1	Item 1.8	Item 1.8 Description		Value	Unit
Category 1	Item 1.9	Item 1.9 Description		Value	Unit
Category 1	Item 1.10	Item 1.10 Description		Value	Unit
Category 1	Item 1.11	Item 1.11 Description		Value	Unit
Category 1	Item 1.12	Item 1.12 Description		Value	Unit
Category 1	Item 1.13	Item 1.13 Description		Value	Unit
Category 1	Item 1.14	Item 1.14 Description		Value	Unit
Category 1	Item 1.15	Item 1.15 Description		Value	Unit
Category 1	Item 1.16	Item 1.16 Description		Value	Unit
Category 1	Item 1.17	Item 1.17 Description		Value	Unit
Category 1	Item 1.18	Item 1.18 Description		Value	Unit
Category 1	Item 1.19	Item 1.19 Description		Value	Unit
Category 1	Item 1.20	Item 1.20 Description		Value	Unit
Category 1	Item 1.21	Item 1.21 Description		Value	Unit
Category 1	Item 1.22	Item 1.22 Description		Value	Unit
Category 1	Item 1.23	Item 1.23 Description		Value	Unit
Category 1	Item 1.24	Item 1.24 Description		Value	Unit
Category 1	Item 1.25	Item 1.25 Description		Value	Unit
Category 1	Item 1.26	Item 1.26 Description		Value	Unit
Category 1	Item 1.27	Item 1.27 Description		Value	Unit
Category 1	Item 1.28	Item 1.28 Description		Value	Unit
Category 1	Item 1.29	Item 1.29 Description		Value	Unit
Category 1	Item 1.30	Item 1.30 Description		Value	Unit
Category 1	Item 1.31	Item 1.31 Description		Value	Unit
Category 1	Item 1.32	Item 1.32 Description		Value	Unit
Category 1	Item 1.33	Item 1.33 Description		Value	Unit
Category 1	Item 1.34	Item 1.34 Description		Value	Unit
Category 1	Item 1.35	Item 1.35 Description		Value	Unit
Category 1	Item 1.36	Item 1.36 Description		Value	Unit
Category 1	Item 1.37	Item 1.37 Description		Value	Unit
Category 1	Item 1.38	Item 1.38 Description		Value	Unit
Category 1	Item 1.39	Item 1.39 Description		Value	Unit
Category 1	Item 1.40	Item 1.40 Description		Value	Unit
Category 1	Item 1.41	Item 1.41 Description		Value	Unit
Category 1	Item 1.42	Item 1.42 Description		Value	Unit
Category 1	Item 1.43	Item 1.43 Description		Value	Unit
Category 1	Item 1.44	Item 1.44 Description		Value	Unit
Category 1	Item 1.45	Item 1.45 Description		Value	Unit
Category 1	Item 1.46	Item 1.46 Description		Value	Unit
Category 1	Item 1.47	Item 1.47 Description		Value	Unit
Category 1	Item 1.48	Item 1.48 Description		Value	Unit
Category 1	Item 1.49	Item 1.49 Description		Value	Unit
Category 1	Item 1.50	Item 1.50 Description		Value	Unit
Category 1	Item 1.51	Item 1.51 Description		Value	Unit
Category 1	Item 1.52	Item 1.52 Description		Value	Unit
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Category 1	Item 1.61	Item 1.61 Description		Value	Unit
Category 1	Item 1.62	Item 1.62 Description		Value	Unit
Category 1	Item 1.63	Item 1.63 Description		Value	Unit
Category 1	Item 1.64	Item 1.64 Description		Value	Unit
Category 1	Item 1.65	Item 1.65 Description		Value	Unit
Category 1	Item 1.66	Item 1.66 Description		Value	Unit
Category 1	Item 1.67	Item 1.67 Description		Value	Unit
Category 1	Item 1.68	Item 1.68 Description		Value	Unit
Category 1	Item 1.69	Item 1.69 Description		Value	Unit
Category 1	Item 1.70	Item 1.70 Description		Value	Unit
Category 1	Item 1.71	Item 1.71 Description		Value	Unit
Category 1	Item 1.72	Item 1.72 Description		Value	Unit
Category 1	Item 1.73	Item 1.73 Description		Value	Unit
Category 1	Item 1.74	Item 1.74 Description		Value	Unit
Category 1	Item 1.75	Item 1.75 Description		Value	Unit
Category 1	Item 1.76	Item 1.76 Description		Value	Unit
Category 1	Item 1.77	Item 1.77 Description		Value	Unit
Category 1	Item 1.78	Item 1.78 Description		Value	Unit
Category 1	Item 1.79	Item 1.79 Description		Value	Unit
Category 1	Item 1.80	Item 1.80 Description		Value	Unit
Category 1	Item 1.81	Item 1.81 Description		Value	Unit
Category 1	Item 1.82	Item 1.82 Description		Value	Unit
Category 1	Item 1.83	Item 1.83 Description		Value	Unit
Category 1	Item 1.84	Item 1.84 Description		Value	Unit
Category 1	Item 1.85	Item 1.85 Description		Value	Unit
Category 1	Item 1.86	Item 1.86 Description		Value	Unit
Category 1	Item 1.87	Item 1.87 Description		Value	Unit
Category 1	Item 1.88	Item 1.88 Description		Value	Unit
Category 1	Item 1.89	Item 1.89 Description		Value	Unit
Category 1	Item 1.90	Item 1.90 Description		Value	Unit
Category 1	Item 1.91	Item 1.91 Description		Value	Unit
Category 1	Item 1.92	Item 1.92 Description		Value	Unit
Category 1	Item 1.93	Item 1.93 Description		Value	Unit
Category 1	Item 1.94	Item 1.94 Description		Value	Unit
Category 1	Item 1.95	Item 1.95 Description		Value	Unit
Category 1	Item 1.96	Item 1.96 Description		Value	Unit
Category 1	Item 1.97	Item 1.97 Description		Value	Unit
Category 1	Item 1.98	Item 1.98 Description		Value	Unit
Category 1	Item 1.99	Item 1.99 Description		Value	Unit
Category 1	Item 1.100	Item 1.100 Description		Value	Unit

[illegible]

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[illegible]

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

Volume 1, Appendix C-17

[illegible]

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

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[illegible]

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

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[illegible]

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[illegible]

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Item	Category	Value
1	Category 1	Value 1.1
2	Category 1	Value 1.2
3	Category 1	Value 1.3
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Volume 1, Appendix D-1

Volume 1, Appendix D-2

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Volume 1, Appendix E-5



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VA Human Resources Line of Business (HR LOB) Request for Quote

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RESTRICTION ON DISCLOSURE AND USE OF DATA

This offer includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this quote. If, however, a task order is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task order. This restriction does not limit the Government's rights to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on pages marked: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

The data in the pages of this proposal where so annotated contain trade secrets and commercial or financial information that are either specifically, exempted from disclosure by statute or privileged or confidential within the meaning of the exemption set forth in Sections 552(b)(3) and (4), respectively, of the Freedom of Information Act, 5 U.S.C. 552, the disclosure of which could invoke criminal sanctions of 18 U.S.C. 1905.



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


































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Appendix A: Cost Accounting System Approval Letter

Figure A-1: IBM's Cost Accounting System Approval Letter

	DEFENSE CONTRACT MANAGEMENT AGENCY DEFENSE CONTRACT MANAGEMENT AGENCY NAVAL SEA SYSTEMS DIVISION DEFENSE CONTRACT MANAGEMENT AGENCY MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE, MARYLAND 21202-5299	
IN REPLY REFER TO:	DCMAN-ETOC	January 30, 2008
 Mr. Ben Flowers Manager Government Compliance IBM Global Business Services, Public Sector / Federal Cage Code 3BXY7 6710 Rockledge Drive Bethesda, MD 20817-1826		
Dear Mr. Flowers:		
The following IBM systems are deemed to be adequate per the Defense Contract Audit Agency (DCAA) information listed below:		
Audit Report	Dated	System
2421-2007V12030001	12/07/20007	Purchasing System
2421-2007V11070001	01/23/2008	Accounting System
Questions pertaining to the above may be addressed to Mr. J. Wood at 410-962-9584 - email jack.wood@dcma.mil.		
 Sincerely,  ROBERTA DANNENFELSER Administrative Contracting Officer		

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52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012) *ALTERNATE I (OCT 2008)*

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties. As an addendum to the above paragraph, the following clause is applicable to the inspection of supplies awarded as fixed-price: 52.246-2 INSPECTION OF SUPPLIES-FIXED PRICE (AUG 1996). As an addendum to the above paragraph, the following clause is applicable to the inspection of services awarded as fixed-price: 52.246-4 INSPECTION OF SERVICES-FIXED PRICE (AUG 1996).



(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements.

Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Please use the 10 percent default referenced above]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

As an addendum to the above paragraph, the following clause is applicable to the inspection of supplies and services awarded as a time and material and labor hour: 52.246-6 INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001).

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However,

when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [None.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—



- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payments*. (1) *Services accepted*. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:
 - (i) *Hourly rate*.
 - (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
 - (D) When requested by the Contracting Officer or the authorized representative,

the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Travel is an Other Direct Cost]

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [G&A on travel is an indirect cost]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in



performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—



- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.
- (viii) Upon receipt and approval of the invoice designated by the Contractor as the



“completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the



cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in

the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to

(A) change the name in the CCR database;

(B) comply with the requirements of [Subpart 42.12](#); and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.



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VA Human Resources Line of Business (HR LOB) Request for Quote

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RESTRICTION ON DISCLOSURE AND USE OF DATA

This offer includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this quote. If, however, a task order is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task order. This restriction does not limit the Government's rights to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on pages marked: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

The data in the pages of this proposal where so annotated contain trade secrets and commercial or financial information that are either specifically, exempted from disclosure by statute or privileged or confidential within the meaning of the exemption set forth in Sections 552(b)(3) and (4), respectively, of the Freedom of Information Act, 5 U.S.C. 552, the disclosure of which could invoke criminal sanctions of 18 U.S.C. 1905.



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Appendix A: Cost Accounting System Approval Letter

Figure A-1: IBM's Cost Accounting System Approval Letter

	DEFENSE CONTRACT MANAGEMENT AGENCY DEFENSE CONTRACT MANAGEMENT AGENCY NAVAL SEA SYSTEMS DIVISION DEFENSE CONTRACT MANAGEMENT AGENCY MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE, MARYLAND 21202-5299	
IN REPLY REFER TO:	DCMAN-ETOC	January 30, 2008
 Mr. Ben Flowers Manager Government Compliance IBM Global Business Services, Public Sector / Federal Cage Code 3BXY7 6710 Rockledge Drive Bethesda, MD 20817-1826		
Dear Mr. Flowers:		
The following IBM systems are deemed to be adequate per the Defense Contract Audit Agency (DCAA) information listed below:		
Audit Report	Dated	System
2421-2007V12030001	12/07/20007	Purchasing System
2421-2007V11070001	01/23/2008	Accounting System
Questions pertaining to the above may be addressed to Mr. J. Wood at 410-962-9584 - email jack.wood@dcma.mil.		
Sincerely,  ROBERTA DANNENFELSER Administrative Contracting Officer		



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(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements.

Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Please use the 10 percent default referenced above]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

As an addendum to the above paragraph, the following clause is applicable to the inspection of supplies and services awarded as a time and material and labor hour: 52.246-6 INSPECTIONTIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001).

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However,



when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [None.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—



- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payments*. (1) *Services accepted*. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:
 - (i) *Hourly rate*.
 - (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
 - (D) When requested by the Contracting Officer or the authorized representative,



the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Travel is an Other Direct Cost]

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [G&A on travel is an indirect cost]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in



performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—



- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.
- (viii) Upon receipt and approval of the invoice designated by the Contractor as the



“completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the



cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in



the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to

(A) change the name in the CCR database;

(B) comply with the requirements of [Subpart 42.12](#); and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

TASK ID02120052
IBM'S CONSOLIDATED RESPONSES TO QUESTIONS

